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THE NEW Cabinet is remarkable for the number of lawyers it contains. Reckoning both practising and non-practising barristers, there are no fewer than eight members of the legal profession among the nineteen men who are to control the destinies of the Empire; and, we believe for the first time in history, two of them are practising solicitors. This is a matter which should in some way be celebrated by their brethren.

The New Law Officers.

THE PROFESSION are to be congratulated on the selection of the new Attorney-General. Mr. LAWSON WALTON, K.C.—who, we believe, was at one time understood to be the Liberal nominee for the post of Speaker of the House of Commons—has happily been reserved for an office which we believe he will adorn. Cool and "level-headed" in a high degree, he is known to all who have come in contact with him professionally as an exceptionally careful, skilful, and able advocate, a well-read lawyer, a lucid speaker, and a man of eminently sound judgment. In these days it is of great importance that the Cabinet and the Foreign Office should have such an adviser in the difficult international matters which from time to time arise. Mr. W. S. ROBSON, K.C., who has received the post of Solicitor-General, although a competent and energetic lawyer, has yet to earn a reputation for discretion. Let us hope that he will succeed better in this task than his predecessor.

The New Lord Chancellor.

THE APPOINTMENT of Sir ROBERT REID to the Chancellorship was a practical certainty when the office of Prime Minister fell to the lot of Sir HENRY CAMPBELL-BANNERMAN. If Lord ROSEBERY had not joined the ranks of the "unemployables," it is possible that another selection might have been made. Sir ROBERT REID has, at any rate, been noted for a staunch adherence to his own political principles, even in the nadir of their unpopularity; and it is natural that the appointment should be received with favour in political circles. In legal opinion it is not so popular; but we are not sure that there is adequate ground for this feeling, except, perhaps, among the practitioners in the Chancery Division and the conveyancers. These are, no doubt, a little weary of Lord Chancellors who

seem to them to be somewhat novices in their special branch of the profession, and they pine for another Lord CAIRNS. Outside this natural objection, the principal criticism is that, since he was last in office, Sir ROBERT REID has been little engaged in actual practice in the courts. But all branches of the profession are rather too apt to overrate continuous professional success at the bar as a qualification for judicial work. A clear head, a grasp of principle, a firm will and a high character are really more important than either the forensic faculty of persuasion or the commercial faculty of raking in the shekels. The past career of the new Chancellor gives solid ground for the belief that he is well endowed with these more valuable qualities, and that in his mastery of constitutional principles he is head and shoulders above his esteemed predecessor. We do not think it probable that in his case we shall find the editor of the *Law Reports* constrained to add to reports of his decisions any notes with innuendoes that the highest judicial officer in the realm has not understood the first elements of constitutional law. At any rate, Sir ROBERT REID comes to the woolsack with a brilliant Oxford career, distinguished early professional success, and a clean and open record both at the bar and in politics. He is reputed to be averse from all jobbery, and hitherto his name has not been connected with any scandal of this sort. It remains to be seen how far a brilliant Oxford Radical can rid himself of the shibboleth of the ingrained creed of that school—that every post belongs of right to an Oxford Radical, and failing him, to an Oxford man, with all the rest of the world nowhere! We rather imagine that no man ever reaches the woolsack without having been the subject of a prophecy to that effect in early life, and we have the following anecdote on excellent authority. In the middle seventies the late Mr. SOUTHGATE, Q.C., the well-known leader in the Rolls Court, was briefed in a Scotch appeal on a question of Scotch trusts with Mr. REID, then of five or six years' standing at the common law bar, as his only junior. After a very long consultation with Mr. REID, the latter left, and Mr. SOUTHGATE's first words after his departure were "That young man will be Lord Chancellor if he lives." Equity lawyers and conveyancers may note that this was the observation of a Chancery leader on a subject-matter of equity, with Scottish law added. They may also remember that when Lord HALSBURY was first raised to the Chancellorship they thought even less well of that appointment, and "quips and cranks" were the order of the day. They have outlived that feeling and they may outlive their present dissatisfaction.

Nominations of Counsel for the Crown.

IT IS well known that, in prosecutions undertaken by the Director of Public Prosecutions outside the metropolis, the counsel for the Crown are nominated in each case by the Attorney-General. We have no doubt that the new and distinguished occupant of that high office is fully alive to the importance of only nominating counsel of position and experience in these important cases. It cannot, however, be said that the nominations of prosecuting counsel have always been satisfactory; though we should say at once that we have not heard of any example of a really bad appointment for some few years. But in the past we have heard of cases in which counsel have been briefed who were almost entirely without experience in criminal courts, and of others in which the counsel were without experience in any court at all, though often gentlemen of ability in other directions. The members of every circuit in England will be able to give examples justifying this statement, and the facts of some of the cases are not edifying. It has generally been in the early days of a new administration that the worst cases have occurred. Then the Attorney-General has probably not become sufficiently acquainted with the qualifications of gentlemen recommended to him but of whom he has little personal knowledge; and political conditions have often much to do with such recommendations. It certainly is a lamentable thing for counsel to be employed in such cases merely from political motives, but we fear neither party is quite free from blame in this respect. Many counsel of good position on circuit are almost unknown in London. These it may give the Attorney-General a little trouble to discover. We do not hesitate to say, however, that professional qualities—and professional qualities alone—should be regarded in these nominations, and that it is the duty of the Attorney-General to find out suitable men for the work.

Accidents of the Profession.

IT WILL be observed that the new Lord Chancellor was called to the Bar three or four years after the ex-Attorney-General, Sir ROBERT FINLAY, whose success in the profession has been undoubtedly greater than that of Sir ROBERT REID. Time and chance have before now prevailed in the race for the woolsack. Lord ABINGER, in his autobiography, mentions that when he was the undoubted leader of the King's Bench and Northern Circuit, and accustomed to receive special retainers in cases tried at Northampton, one of these cases was unfortunately made a *remanet*, and at the next assizes he found himself, owing to engagements, obliged to return his brief. The solicitor, in some anxiety, asked for advice as to some other gentleman whom he should retain, as all the leaders of the Midland Circuit had been retained on the other side. SCARLETT mentioned Mr. COPLEY as a gentleman who he believed possessed considerable talents. The solicitor took a day or two to consider, and then wrote saying that the case was of such importance to Lord EXETER, for whom he acted, that he could not think of placing the case in the hands of a gentleman so little known as Mr. COPLEY. Lord ABINGER says that he refers to this case as an example of the position which COPLEY then occupied in the profession, and that he scarcely expected to see him in succession Attorney-General, Master of the Rolls, and Lord Chancellor, while he, SCARLETT, was still plodding at the bar. The reason for this reversal of the ordinary order of professional advancement was not unconnected with politics, and so long as this country is governed by two parties who take their turn in selecting a Lord Chancellor we shall occasionally find that the woolsack is occupied by one whose success in the profession bears little proportion to that which he has achieved in the House of Commons.

Reform in Parliamentary Drafting.

VERY FEW Acts received the Royal Assent during last session, and it is rumoured that the new Parliament is not likely for some time to make any considerable addition to the general legislation, as its time will be much occupied by two or three contentious projects. Some persons might think this a good opportunity for introducing a scheme for improving the mode of drafting Bills and revising them where they have been amended during the debates. Our method of law making was criticised as far back as the reign of Charles the Second. Mr. PEPYS, in his Diary for April, 1666, says that Mr. PRINS "did discourse with me a good while about the laws of England, telling me the many faults in them, and, amongst others, their obscurity through multitude of long statutes which he is about to abstract, all of sort, and as he lives and Parliaments come, get them put into laws and the other statutes repealed, and then it will be a short work to know the law, which appears a very noble thing." Some attempts have been made to consolidate the different enactments which relate to particular heads of our statute law, but very little progress has been made in reducing the length of our statutes. So far as we know, English statutes surpass that of every other country in length. French enactments, such as amendments of the Codes, are remarkably concise. American statutes also occupy a very moderate space, but the mode in which they are drafted appears to us to be open to some objection. It should be remembered that few Bills have, at the present day, any chance of becoming law unless they are introduced by some department of the Government. The Government has its official draftsmen, and without blaming them for the imperfections which belong to our present system of law making, they might reasonably be invited to make some proposals for its improvement.

Actions for Malpraxis.

AN ACTION brought against a surgeon of good position for unskilful treatment of a fracture was recently tried at the assizes, but the jury were unable to agree upon a verdict. We have no right or desire to comment upon the merits of the particular case, but we cannot help observing that actions

against medical practitioners for negligence are often attended with great hardship to the defendant. It will scarcely be disputed that, until medicine becomes an exact science, the efforts of even the best informed men to restore their patients to life and strength will occasionally result in failure. And when any such failure has occurred, witnesses can always be found to assert that success would have been achieved if different treatment had been adopted. A jury with some natural compassion for the sufferings of the patient and with little or no knowledge of any peculiarity in his constitution which may have stood in the way of a complete cure, often decide in his favour without any thought of the deadly injury they are inflicting upon the member of a crowded profession whose credit and position suffer from the mere fact that his skill has been challenged in a court of justice. At the time when the late Lord COLERIDGE was Solicitor-General, he was counsel for an eminent London physician who was compelled to bring an action for libels published by a lady of quality who had charged him with grossly neglecting her son during his last illness. The action was successful, but the plaintiff never entirely recovered the practice which had been lost through these unfounded charges. Some years afterwards, a respectable medical practitioner in the western suburbs found it necessary to petition for a divorce from his wife owing to her misconduct. The divorce was obtained, but the petitioner found that his patients deserted him, preferring a medical attendant whose name had not appeared in such unpleasant prominence. We may add that an uncertain verdict, which often happens in trials by a jury, is little better than an unfavourable one. In France, Germany, and Austria questions as to bad or unskilful treatment by physicians are not submitted to juries.

Receivers of Stolen Goods.

RECEIVERS of stolen goods were never considered under the common law as accessories unless the goods were received to facilitate the escape of the thief. They seem, however, to have always been regarded as liable to conviction as for a substantive common law misdemeanour. Section 91 of the Larceny Act, 1861, however, provides that whoever receives property the receiving of which amounts to a felony "either at common law or by virtue of this Act," with guilty knowledge, shall be guilty of felony. Now, there are many offences of larceny which are not offences either at common law or under the Larceny Act, 1861, but under some other Acts. With regard to such offences it is clear from *Reg.* v. *Smith* (18 W. R. 932, 1 C. C. R. 266) that an indictment for felony will not lie. One of these offences is that of a wife's larceny from her husband. Of course, at common law, a wife cannot be convicted of larceny of her husband's goods. It is only under the Married Women's Property Act, 1882, that she is made amenable to the criminal law; and the Act operates so as to take away from her the defence she would have under the common law. In the recent case of *Rex* v. *Payne* the question has been raised, before the Court for the Consideration of Crown Cases Reserved, how a person should be indicted who has, with guilty knowledge, received from a woman property stolen by her from her husband. The question has been before the court once before in the case of *Reg.* v. *Streeter* (48 W. R. 902; 1900, 2 Q. B. 601). In that case it was held that a man had been improperly convicted when he had been convicted upon an indictment, under section 91 of the Larceny Act, for "feloniously" receiving goods stolen by a woman from her husband. In agreeing that the conviction should be quashed, WRIGHT, J., remarked that in future cases of the sort there might be an indictment for receiving at common law. The course suggested by WRIGHT, J., was followed in drawing the indictment in *Rex.* v. *Payne*, and the prisoner was charged that he "unlawfully did receive and have" property which he knew to have been feloniously stolen. Upon this indictment he was convicted, and that conviction has been upheld by the High Court. It is, therefore, now clearly established that to receive, with guilty knowledge, goods stolen by a wife from her husband is a misdemeanour. Another point taken for the prisoner was that the indictment merely stated that the property had been stolen and then received, and was, therefore, bad as there had been no larceny at common law, and the indictment should have stated the circumstances in which the property had been stolen by the wife from her husband. This contention, however, was disposed of some years ago in the case of *Rex* v. *James and Johnson* (50 W. R. 286; 1902, 1 K. B. 540). There the prisoners were jointly indicted for stealing the property of the husband of the prisoner JAMES. The indictment was in form an ordinary indictment for common law larceny, with the introduction of the *contra formam* words. The High Court upheld a conviction upon the indictment, holding that it was not necessary that the indictment should follow the words of the Married Women's Property Act by containing averments that the prisoner was the wife of the prosecutor, and that she took the property while they were living apart, or when leaving or deserting, or about to leave or desert, her husband. The subject has therefore now been put on a clear footing, and there will be no difficulty in future in formulating charges of this nature.

Copyright in Letters.

ANY ONE who is in the habit of reading the biographical works which form so important a part of modern literature cannot fail to have observed that the practice of publishing letters written by the subject of the memoir has enormously increased. It may, with little exaggeration, be said that where very few letters appear in a biography, the omission is due to the fact that the biographer was unable to lay his hands upon a larger number. This being the case, we cannot be surprised to hear that the case of *Macmillan* v. *Dent*, in which KEKEWICH, J., gave judgment on the 5th of December, has excited much interest. The action was for infringement of copyright, the plaintiff claiming under Messrs. SMITH & ELDER, who in 1895 purchased the copyright in certain unpublished letters, written by CHARLES LAMB to one ROBERT LLOYD, from Mr. and Mrs. STEEDS, in whose possession the letters were found; and, having borrowed the letters from Mr. and Mrs. STEEDS to be copied with a view to publication, subsequently returned them. In 1898 SMITH & ELDER, having registered themselves as the owners of the copyright in these letters, brought out a book in which these letters appeared. In May, 1903, the defendant purchased these letters from STEEDS and his wife, who informed him that they had disposed of the copyright to SMITH, ELDER, & Co. The defendant subsequently published a work including the letters in question, and the action was commenced. The defendant, after action brought, purchased from the administrator of goods left unadministered of CHARLES LAMB, all his rights in the letters in question. Upon these facts KEKEWICH, J., made a declaration that the right of publication was vested in the plaintiffs. The learned judge considered that the case was one of some difficulty, and that it was governed by section 3 of the Copyright Act, 1842, which enacts that the copyright in every book which shall be published after the death of its author shall be the property of the proprietor of the author's manuscript from which such book shall be first published, and his assigns. By the common law, as it existed at the date of the Act, the sender of a letter retained a right of property in it which entitled him to prevent its publication without his consent, and the right extended to his representatives. The Legislature did not confer the copyright, in the case of a book published after the author's death, on his representatives, but enacted that it should belong to the proprietor of the author's manuscript, and this must be taken to mean the proprietor of the physical piece of paper with the writing on it. In the result the title of the plaintiffs was complete. It is possible that there may be an appeal from this decision and that the Court of Appeal may take a different view of the construction of the section. But the decision appears to us to be founded upon good sense and equity. The right to apply to the court for an order restraining the publication of letters is sufficient to protect the representatives of the writer in cases where there might be a reasonable objection to the publication. But where there is no such objection to the publication, and the question is simply as to the right to the profits to be derived from it, we see no reason why the receiver or proprietor of the letters, who by his care has preserved them from destruction, should not be in a better position than the representatives

of the writer, who took no interest in the future of the documents. One or two letters have appeared in the newspapers suggesting that the decision may allow letters of a private character to be published after the death of the writer contrary to the wish of his representatives. But it will be seen that there is nothing in the decision to support this suggestion.

Public Rights on Private Land.

"THE EXISTING security of the tenure of land in this country is largely maintained by the fact that the owners of land behave reasonably in the matter of its enjoyment." As a social truth this is obvious. Land is limited in quantity and it is the natural inheritance of all the inhabitants of a country. But it is refreshing to find it stated as a legal maxim by BUCKLEY, J., in *Behrens* v. *Richards* (1905, 2 Ch. 614). Land is held, indeed, in private ownership, and owners come to the court to ask for injunctions against trespassers for the protection of their property. But the court—so the public who are outside this private ownership will be delighted to hear—only protects the landowner who is reasonable. "It does not follow," said BUCKLEY, J., "that if the owner of the foreshore—say at some well-known seaside resort—came to this court for an injunction to restrain the nurserymaids from wheeling their perambulators on the sands or the children from playing on the rocks, this court is bound to make, or in the absence of good reason would make, such an order." In *Behrens* v. *Richards* it was not a case of nurserymaids and children, but of fishermen. The plaintiff had bought land on the Cornish coast, and had stopped up the paths by which the fisher folk had been accustomed to gain access to the sea. "It is a matter of regret," said BUCKLEY, J., "rather than surprise, that the inhabitants in these circumstances took forcible, although not justifiable, steps to assert rights which they conceived they possessed." He held that they had not established rights of public user over the ways, and hence in the ordinary course the plaintiff would have been entitled to his injunction. But the learned judge declined to interfere with the harmless use of the land by the public, and at the trial the plaintiff appears to have acceded to his view. He disclaimed, through his counsel, any intention of preventing the fishermen from reasonably exercising their calling, or of refusing to permit the public to exercise reasonable passage to or from the foreshore "for the purpose of fishing or enjoying the beauties of the locality," but so as not to interfere with his own user of his property, and this disclaimer was embodied in the judgment. Hence all ends happily, and "the existing security of the tenure of land in the country" is still maintained. A similar breadth of view did not prevent the decision in *Brinckman* v. *Matley* (1904, 2 Ch. 313), which negatived the public right of bathing from the seashore, but it is satisfactory to find the court making a stand in favour of the right of the public to resort to places of natural beauty.

The Precedence of the Prime Minister.

BY THE GRANT to the Prime Minister of a position in the table of precedence recognition is accorded to an office which, "though unknown to our constitutional law, is a necessary part of our constitutional conventions": Anson's Law and Custom of the Constitution, part 2, p. 129. So eminent a statesman as the late Lord LANSDOWNE even went so far as to say that "nothing would be more mischievous or unconstitutional than to recognize in an Act of Parliament the existence of such an office." The Prime Minister is simply the member of the Cabinet who possesses pre-eminently the confidence of the Crown, and to whom the Sovereign has thought fit to entrust the chief direction of the Government: Todd's Parliamentary Government, ii., 139. Communications from the Crown to the Cabinet pass through the Prime Minister. At the same time, every head of a Government department has the right, as a confidential servant of the Crown, to bring any matter to the notice of the Sovereign without the interposition of the Prime Minister. The part of the Prime Minister is simply to exercise a general supervision. If any business peculiar to the department of one of his colleagues is submitted first to him, then the Prime Minister will refuse to take cognizance of it. The particular position in the table of precedence assigned to the Prime Minister practically coincides with that formerly held by the Lord High Treasurer. The duties are now performed by the "Lords of the Treasury," who have no special rank in right of their offices. Since the beginning of the eighteenth century the Prime Minister has usually held the office of First Lord of the Treasury, so that this grant of precedence tends to give permanency to the combination. The responsibility of a Foreign Minister undertaken by Lord SALISBURY, or the duties of a Chancellor of the Exchequer carried out by Mr. GLADSTONE, are too onerous now to be combined with those of Prime Minister.

Selling Cattle by Means of a Fictitious Law-suit.

STUDENTS of English law are familiar with the fictitious proceedings, such as fines and recoveries, which were formerly in common use in order to transfer or secure real property by a mode more efficacious than an ordinary conveyance. It appears from an article in *Blackwood's Magazine* that proceedings of a similar character in the transfer of goods and chattels have been instituted in India. Difficulties had arisen in a remote part of Burma in obtaining a supply of beef for the British troops. The local chief, on religious grounds, had a strong objection to the slaughter of cattle, and none of his subjects dared openly to sell cattle for food. But the native clerk hit upon an ingenious plan. The dealer brought a bullock to the door of the slaughter-house and left it there, and the butcher issued forth, rifle in hand, and shot it, mistaking it for a wild animal. The owner of the animal then brought an action in the court, and was awarded the price he had already agreed to take for the beef. We can only suppose, in the words of Mr. JOSHUA WILLIAMS, in his book on Real Property, that "such a piece of solemn juggling could not long have held its ground had it not been supported by its substantial benefit to the community."

Power of Attorney Executed by Person of Unsound Mind.

THE LAW, since the case of *Imperial Loan Co.* v. *Stone* (1892, 1 Q. B. 599), may be taken to be settled that, where the defendant in an action of contract sets up the defence that he was insane when the contract was made, he must, in order to succeed in this defence, shew that at the time of the contract his insanity was known to the plaintiff. But it is not so generally known that, in the case of certain instruments, proof that the person who executed them was then of unsound mind is sufficient to avoid them altogether, without regard to the question whether the condition of the person who signed was within the knowledge of those dealing with him. In *Daily Telegraph Newspaper Co.* v. *McLaughlin* (1904, A. C. 776) the Judicial Committee expressed their opinion that a power of attorney executed by a person who was insane was wholly void, and that a deed of transfer executed by a company in pursuance of the power was also a mere nullity. This decision was referred to in the recent case of *Molyneux* v. *Natal Land and Colonization Co.* (1905, A. C. 555), where the Judicial Committee considered that a similar rule with regard to the validity of powers of attorney was recognized by the Roman-Dutch law.

Lord Justice Mathew is stated to be making very satisfactory progress. Is it stated that the President of the Probate, Divorce, and Admiralty Division will probably sit in the Appeal Court in his place during the remainder of the present sittings.

We are informed that a deputation from Lincoln's-inn-fields attended the meeting of the Holborn Town Council on Wednesday for the purpose of presenting a petition to the mayor and corporation requesting the repaving of the roadway with "silent material" in place of the noisy granite "setts" of ancient date and very uneven surface. The deputation consisted of representatives of the following firms: Messrs. Pennington & Son; Lee & Pembertons; Upperton & Co.; Valpy, Peckham, & Chaplin; and Biggs-Roche, Sawyer, & Co.; together with Mr. T. Bowden Green, hon. secretary of the Street Noise Abatement Committee. Mr. Herbert Pennington having handed the petition—signed by more than one hundred firms and occupiers of Lincoln's-inn-fields—to the mayor, Mr. G. Lawrence Stewart (Messrs. Lee & Pembertons) referred to the extreme desirability of the request of the petitioners being complied with, as the noise made by the heavy traffic on the badly-paved roadway was very great and most disturbing to the many professional firms occupying offices in the locality. Mr. Stewart, who acted as spokesman for the deputation, also complained of other unnecessary noises that might be abated with considerable advantage to the community. The petition was received by the council and unanimously referred to the Streets Committee for consideration.

The Right to Work Minerals Under Public Works.

An important question as to the right to surface support when land is taken for railways or other public works has been considered by FARWELL, J., in his judgment this week in *Corporation of Manchester* v. *New Moss Colliery (Limited)* (*Times*, 13th inst.). Apart from the special provisions which are contained in the Railway Clauses Act, 1845, and the Waterworks Clauses Act, 1847, the promoters who purchase the surface without the minerals have the rights of an ordinary purchaser; that is, they have, as incident to their ownership, a right to support from subjacent and adjacent minerals: *Harris* v. *Ryding* (5 M. & W. 60). "By virtue of the conveyance," said Lord CRANWORTH, C., in *Caledonian Railway Co.* v. *Sprot* (2 Macq. 449), "the company acquired from Mr. SPROT an absolute right to the surface of the land, and by implication a further right to such subjacent and adjacent support as was necessary, taking into account the purpose to which the land was to be put. Mr. SPROT, on the other hand, retained his former right of working the mines, subject to the rights which he had impliedly granted of subjacent and adjacent support" (and see *Elliot* v. *North-Eastern Railway Co.*, 10 H. L. C. 333).

Subsequently, however, to the creation of the undertakings which were the subject of the decisions just referred to, the Legislature introduced special provisions to regulate the relation between the promoters of public undertakings and the owners of minerals lying under or near the surface lands taken for the undertaking. For railways these provisions are contained in sections 77 to 85 of the Railway Clauses Act, 1845. Section 77 provides that the company shall not be entitled to any mines or minerals under any land purchased by them, except the parts dug or carried away in the construction of the works, unless the same shall have been expressly purchased; "and all mines, excepting as aforesaid, shall be deemed to be excepted out of the conveyance of such lands, unless they shall have been expressly named therein and conveyed thereby." By section 78, the owner of mines or minerals lying under the railway, or within the prescribed distance, or, where no distance is prescribed, within forty yards, if desirous of working them, must give notice to the company; and if the company consider that the working will damage their works and are willing to pay him compensation, he is debarred from working the minerals; but otherwise, under section 79, he is at liberty "to work the said mines or any part thereof for which the company shall not have agreed to pay compensation, so that the same be done in a manner proper and necessary for the beneficial working thereof, and according to the usual manner of working such mines in the district where the same shall be situate." Corresponding provisions for the case where land is taken for the purpose of waterworks are made by sections 18 to 27 of the Waterworks Clauses Act, 1847. Section 23 corresponds to section 79 of the Railway Clauses Act, 1845, but the words authorizing the mine-owner to work the mines, in the event of compensation not being paid, contain the additional phrase "as if this Act and the special Act had not been passed." And there is an additional provision, section 27, which preserves the liability of the company to an action for injury occasioned to the mines by means of the waterworks.

The effect of these provisions in altering the ordinary law as to the right of support was settled by the House of Lords in *Great Western Railway Co.* v. *Bennett* (L. R. 2 H. L. 27). "It was obviously the intention of the Legislature," said Lord CRANWORTH, "in making these provisions, to create a new code as to the relation between mine-owners and railway companies, where lands were compulsorily taken for the purpose of making a railway. The object of the statute evidently was to get rid of all the ordinary law on the subject, and to compel the owner to sell the surface, and if any mines were so near the surface that they must be taken for the purposes of the railway, to compel him to sell them, but not compel him to sell anything more. The land was to be dealt with just as if there were no mines to be considered; nothing but the surface. That being so, justice obviously requires that, when the mine-owner thinks it beneficial to him to work his mines, and proceeds to do so, he should be just in the same position as if he had never sold any part of the surface at all." That is, apparently, he can, unless the company pay him compensation, work exactly as if he were still the owner of the surface, short, of course, of actually using the surface land.

The passage just quoted refers to the case where a landowner sells the surface, but does not sell the minerals; in keeping the minerals he obtains also a right of working them which he would not have had if there had been an ordinary conveyance, outside the statute, of the surface reserving the minerals. If the company, when the proper time arrives, do not then pay compensation, the owner can work the minerals without being under the common law duty of leaving proper support. And this benefit which accrues to the owner of the subjacent minerals accrues also to the owner of the adjacent minerals which furnish lateral support, whether the surface of such minerals is taken or no. If the minerals are within the forty yards or other prescribed distance, and compensation is not paid, then the owner can work them, notwithstanding that he thereby withdraws lateral support from the land taken by the company. In the present case of *Corporation of Manchester* v. *New Moss Colliery* (*supra*) the plaintiffs, who were the promoters of a waterworks undertaking, claimed that this result would be avoided if they purchased surface land and also the minerals underneath, and that they would then be entitled to the ordinary right of lateral support from the adjacent minerals. Section 18 of the Waterworks Clauses Act reserves the minerals out of the conveyance, "unless they shall have been expressly named therein and conveyed thereby." Hence—it appears to have been argued—where the mines are expressly conveyed, section 18 does not apply, and the whole *fasciculus* of clauses is excluded. "It is contended," said FARWELL, J., that the exception in the section "has the effect of placing the undertakers, who have purchased the mines, outside the Act altogether, and in the position of an ordinary owner in fee."

The plaintiffs had purchased certain land, part from a Mr. TAYLOR and part from the trustees of the late Earl of STAMFORD. The purchase of the Taylor land included the minerals underneath it. This land formed a sort of peninsula running up into, and on three sides nearly surrounded by, the Stamford land. The Stamford land was purchased without the minerals, and these became vested in the defendants as lessees. The plaintiffs constructed the reservoirs partly on the Taylor land and partly on the Stamford land. Their special Act prescribed no limit for working minerals, and upon the defendants' workings approaching forty yards of the reservoirs they gave the statutory notice to the plaintiffs, and when the latter failed to state their willingness to pay compensation, the defendants worked within the forty yards of the Taylor lands, and thereby caused subsidences of those lands and damage to the works thereon. Had the plaintiffs possessed, in respect of their ownership of the Taylor lands and the minerals beneath, the rights of an ordinary owner, they would have had a right to lateral support from the adjacent minerals which would have made this working wrongful, and the action was brought upon the footing of such right. But it was settled by *Elliot* v. *North-Eastern Railway Co.* (*supra*) that a conveyance made under the authority of an Act of Parliament must be read as if the sections of the Act were incorporated in it. Hence the conveyance of the Taylor lands to the plaintiffs operated only to vest in them such rights as were consistent with the Waterworks Clauses Act, and if that Act created rights in favour of third persons, then the conveyance was subject to such rights. FARWELL, J., held that the mere fact that the plaintiffs had purchased the mines under the Taylor lands, and so were within the exception of section 18, did not exclude the whole *fasciculus* of sections, and consequently they took the Taylor lands, as well as the Stamford lands, subject to the right conferred by section 23 on all mineral owners within the forty yards area to work their minerals in default of compensation. The clause, said the learned judge, obviously applies to all mines within the statutory area, whether they belong to the owner of the surface taken by the undertakers or to other persons. And the additional words, "as if this Act and the special Act had not been passed," he did not

regard as differentiating the section from section 79 of the Railway Clauses Act. Although not there expressed, they are necessarily implied.

It appears to be a strong argument that, if the owner of the adjacent minerals can only work them as if the general and special Acts had not been passed, he can only work subject to the ordinary duty of leaving lateral support, and it does not seem to be altogether clear how this argument was met. Before the surface lands are taken, the owner of the adjacent minerals can only work them on condition of leaving lateral support. Upon the surface lands being taken, he is at once relieved of this duty, and thereby gains an advantage at the expense of the company who have purchased both the surface land and the subjacent minerals. Hence the plaintiffs contended that they were being deprived of the right of support without compensation. But FARWELL, J., refused to treat them as being deprived of any right. By the conveyance of the Taylor lands they acquired only such rights of ownership as the statute permitted, and these did not include the right to lateral support. "There is no question," he said, "of expropriating the plaintiffs. They are the persons with statutory power to expropriate others, and the real question is, What extent of estate and interest on the true construction of the Act have they succeeded in appropriating to themselves? I hold, therefore, that the defendants are entitled to work within the statutory area, whether they let down the plaintiffs' reservoirs or not." And they were equally free from liability for the workings beyond the statutory area. It is for the undertakers to state in the special Act any area beyond the forty yards for which they require protection, and if they omit to do so they are not entitled to support beyond the area without paying any compensation.

It appears, as we have already stated, that the decision confers upon the owner of the adjacent minerals an advantage which he did not enjoy before the land was taken for the undertaking, but, as FARWELL, J., pointed out, the company, if allowed the ordinary powers of an owner, might use them oppressively. The waterworks company, he said, might purchase a strip of land a few yards wide with the mines below, and, by building the wall of their reservoir upon it, prevent large areas of coal from being worked without paying any compensation at all. Upon broad grounds, therefore, the effect of the decision may be just, although technically it does not seem free from doubt.

Reviews.

Mercantile Law.

A COMPENDIUM OF MERCANTILE LAW. By JOHN WILLIAM SMITH. ELEVENTH EDITION. By EDWARD LOUIS DE HART, M.A., LL.B. (Cantab.), and RALPH ILIFF SIMEY, B.A. (Oxon.). IN TWO VOLS. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

The numerous recent cases which the editors have included in this edition of Smith's Mercantile Law bear testimony at once to the thoroughness with which their task has been accomplished, and to the continual development which this branch of law is undergoing. The first volume treats in successive books of mercantile persons, of mercantile property, of mercantile contracts, and of mercantile remedies, and the various subjects included in each book furnish a series of very concise and lucid expositions of different matters which the lawyer has to consider in dealing with mercantile affairs. Thus, under "Mercantile Persons," a chapter is devoted to joint stock companies, and this contains an excellent summary of the provisions of the Companies Acts and of the leading decisions thereon—such, for instance, as the present rules with respect to the allotment of shares otherwise than for cash, and the payment of underwriting commissions; and the effect respectively of a certificate of shares and a "certification of a transfer" in binding the company, with references to the recent cases of *Ruben* v. *Great Fingall Consolidated* (53 W. R. 100; 1904, 2 K. B. 712) and *Longman* v. *Bath Electric Tramways* (53 W. R. 480; 1905, 1 Ch. 646). The subject of "Mercantile Property" includes chapters on shipping and negotiable instruments. The former refers to the numerous important cases which have determined the rights of mortgagees of ships, such as *Black* v. *Williams* (43 W. R. 346; 1895, 1 Ch. 408) on the relative rights of registered and unregistered mortgagees, and the succession of cases terminating with *Law Guarantee Society* v. *Russian Bank* (1905, 1 K. B. 815) on the power of a mortgagor in possession to charter the ship; while the chapter on negotiable instruments states the divergence of opinion as to the possibility of extending the list of such instruments exhibited by *Crouch* v. *Credit Foncier* (L. R. 8 Q. B. 374) and *Goodwin* v. *Roberts* (L. R. 10 Ex. 337, 1 App. Cas. 476), and shews the acceptance in *Bechuana Land Co.* v. *London Trading Bank* (1898, 2 Q. B. 658), and *Edelstein* v. *Schuler* (50 W. R. 493; 1902, 2 K. B. 144) of the more liberal view, with the result that debentures to bearer have become negotiable instruments. The various decisions as to what instruments are and what are not negotiable are very usefully collected in a note (p. 241).

Book III., on "Mercantile Contracts," with its thirteen chapters on various classes of contract, forms the bulk of the volume. The current reports shew how frequently questions on contracts of affreightment arise. The editors ascribe this partly to the number of new and elaborate clauses introduced into charter-parties and bills of lading, and partly to the establishment of the Commercial Court, which, as they say, business men evidently regard as a satisfactory tribunal for the determination of their disputes. The chapter on contracts of affreightment has consequently undergone considerable expansion, and has been partly rewritten. Another shipping chapter which will be found to be a convenient summary of the law is that on maritime insurance. This discusses the various clauses now usually found in marine policies, and among the recent cases referred to is *Greenock Steamship Co.* v. *Maritime Insurance Co.* (52 W. R. 186; 1903, 2 K. B. 657) on the nature of the implied warranty of seaworthiness upon a voyage policy, having regard to the modern conditions of steam navigation. The chapter on the contract of sale has had to be rearranged and rewritten in consequence of the Sale of Goods Act, 1893. It would be easy to go further into detail and to shew by the examples which are recurring every few pages how the present edition has been brought carefully up to date, but we have said enough to indicate that it is likely to be both useful to the practitioner and interesting to the student of commercial law. The second volume contains the text of the principal statutes on commercial subjects, such as the Companies Acts, the Bills of Exchange Act, 1882, the Bankruptcy Acts, the Merchant Shipping Act, 1894, and the Trade-Marks Act, 1905, though, as this does not come into force till the 1st of April next, the sections of the Patents, Designs, and Trade-Marks Acts which it repeals have been retained.

Books of the Week.

Local Government Law and Legislation for 1905, containing the Statutes of the Session Annotated and Explained, Digest of all Cases Decided in the Courts during the Year ended the 30th of September, 1905, and the Circulars, Orders, and other Official Information relating to the Jurisdiction of Local Authorities Issued During the Same Period. Arranged and Edited by W. H. DUMSDAY, Barrister-at-Law. Hadden, Best, & Co.

The Annual County Courts Practice, 1906. Edited by WILLIAM CECIL SMYLY, K.C., LL.B. (Cantab.), Judge of County Courts, and WILLIAM JAMES BROOKS, M.A. (Oxon.), Barrister-at-Law. Vol. I.: Containing the Jurisdiction and Practice under the County Courts Acts, the Bills of Exchange Acts, the Employers' Liability Act, and the Workmen's Compensation Acts, and the Statutes, Rules of Practice, Forms and Tables of Fees and Costs. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The English Reports, Vol. LVIII.: Vice-Chancellor's Court III., containing Simons, Vols. 4 to 7. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

The Law Annual, 1906. Edited by R GEOFFREY ELLIS, Barrister-at-Law, and MAX A. ROBERTSON, Barrister-at-Law. William Green & Sons.

Lord Justice Walker has been appointed Lord Chancellor of Ireland and Mr. Thomas Shaw, K.C., has been appointed Lord Advocate of Scotland.

The annual concert in aid of the Royal Courts of Justice Staff Sick and Provident Fund was held at the Portman Rooms on the 29th ult., and was a great success, owing in no small degree to the efforts of Sir John Gray Hill, ex-president of the Incorporated Law Society. An excellent programme was provided and 800 people listened to three hours of unalloyed amusement. There were present in support of the chairman, Lord Alverstone, G.C.M.G., Mr. McCall, K.C., Mr. J. F. P. Rawlinson, K.C., Mr. Holman Gregory, who occupied the vice-chair, and many other well-known members of the legal profession. Sir John Gray Hill, in the course of a humorous and genial speech, pointed out that this society was formed for those who unfortunately found it necessary to live on small remuneration; it was therefore a pleasure for him to say that they had a reserve fund of £4,500, and he himself at his own table had collected the handsome sum of £100. The concert programme was a very extensive one, and one thing to be said of it was, every artiste was true to his or her trust; Charles Collette, Mr. R. H. Douglas, Mr. E. B. Charles, Mr. Robert Hilton, Mr. Alex. Prince, Mr. Walter Graham, Miss Mollie Seymour, Miss V. K. Locke, and Miss Ethel Walker are sufficient samples to enable one to judge of the excellence of the talent provided.

Correspondence.

Sales Under Deeds of Arrangement.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The decision in *Davis* v. *Petrie*, commented upon by you in the current number, appears to me to have been anticipated by the case of *Powell* v. *Marshall, Parkes, & Co.* (C. A., 1899, 1 Q. B. 710), which was not referred to in the former case: see the judgment of A. L. Smith, L.J., p. 712.

The practical effect of these cases is that a trustee under a deed of arrangement must wait three months before acting as such.

The importance of the decisions is brought home when one considers how frequently a trustee under such a deed sells freehold or leasehold property.

I think I am right in stating that hitherto the question whether the deed had been duly registered was the important point. In future no completion of a purchase must take place within three months of the act of bankruptcy. F. R. B.

Dec. 9.

Lease by Tenant for Life—Notice to Trustees—Costs.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can you or any of your readers refer us to a decision in the courts, or to an opinion of the Council of the Law Society, upon the point of whether a solicitor for a tenant for life lessor granting a building lease is entitled to charge, in addition to the scale fee, for the notice to the trustees or the waiver thereof required by the Settled Land Act? SUBSCRIBERS.

Points to be Noted.

Conveyancing.

Settled Land Act—Tenant for Life.—There is a "settlement" for the purposes of the Settled Land Acts when, under or by virtue of any deed, will, or other instrument, or any number of instruments, land stands for the time being "limited to or in trust for any persons by way of succession": Settled Land Act, 1882, s. 2 (1). These words, it was said in *Re Mundy and Roper's Contract* (47 W. R. 226; 1899, 1 Ch 275), have no technical force, and, according to their natural and ordinary meaning, they include the case of a jointure and portions limited to arise on or after the death of a tenant for life, and the terms of years limited to trustees to secure them. Hence, where land is limited by a marriage settlement to the use of the settlor (the husband) for life, remainder to the use of his wife to receive a jointure during her life, remainder to trustees for a term to raise portions for children, with remainder to the settlor in fee, the land stands limited to or in trust for persons by way of succession and it is settled land. Moreover, the settlor is the person who is for the time being under the settlement beneficially entitled to possession of the settled land for his life within the meaning of section 2 (5), and consequently he is tenant for life for the purposes of the Settled Land Acts.—RE MARSHALL'S SETTLEMENT (Swinfen Eady, J., July 29) (54 W. R. 75).

Perpetuity—Devise to Unborn Tenant for Life with Remainders in Tail—Doctrine of Cy-près.—Where there is a devise to an unborn person for life, with remainder to his children in tail, or with remainder to his sons in tail male, the remainders would, according to the rule against perpetuities, be void. But in furtherance of the intention of the testator, the court gives effect to the remainders as nearly as possible by enlarging the life estate to an estate tail, and the unborn person takes an estate tail or an estate in tail male, as the case may be. This has been called the doctrine of *cy-près*, or, more correctly perhaps, it is merely a rule of construction by which you sacrifice the particular intent to the general intent: per Jessel, M.R., in *Hampton* v. *Holman* (5 Ch. D., p. 190). But however the rule be described, it cannot be used so as to carry the estate to a class or a portion of a class for whom the testator never intended to provide: *Monypenny* v. *Dering* (2 D. M. & G., p 174). Moreover, the court will not—at any rate in an executed trust—go further than to substitute an estate tail, whether general or male. If this would bring in persons who are not included in the actual limitations contained in the will it is not permissible to make a new will by means of the insertion of "contingent remainders or clauses of defeasance or other subtle devices" so as to "steer clear of the rule against perpetuities, and give legal effect to the testator's intentions without either including any person he intended to exclude or excluding any person he intended to include." Hence the court will not allow a contingent remainder to be inserted in the course of the proposed estates tail for the purpose of excluding a class of persons not provided for by the testator.—RE MORTIMER, GRAY *v.* GRAY (C.A., Aug. 11) (1905, 2 Ch. 502).

Cases of the Week.

Court of Appeal.

TOWNEND *v.* **TOWNEND.** No. 2. 11th Dec.

PRACTICE—MOTION FOR ATTACHMENT—ORDER TO ATTEND BEFORE REGISTRAR—INDORSEMENT BY REGISTRAR FIXING TIME—FAILURE TO COMPLY WITH ORDER—R. S. C. XLI. 5.

This divorce case, which is reported *ante*, p. 42, came before the Court of Appeal upon an appeal by Mr. James Frederick Townend, the respondent in the suit, from a decision of the President of the Division, Sir John Gorell Barnes, on a motion by Mrs. Townend, the petitioner, for a writ of attachment for an alleged contempt of court in failing to attend before the registrar to be examined as to his means under an order of the President. The learned President held that Mr. Townend had clearly been defying the court, and accordingly ordered the writ of attachment to issue forthwith. Upon the appeal by Mr. Townend from that order the Court of Appeal came to the conclusion that there was not enough to support the motion for a writ of attachment, and that, therefore, the writ ought not to have been issued. They held that the case was governed by ord. 41, r. 5, which was a process embodying the practice of the old Court of Chancery as to the mode of enforcing obedience to an order, and should be strictly complied with; but that order had not been complied with in the present case, and accordingly the order of the learned President must be reversed and the appeal allowed. The case having been put into the paper to be mentioned,

VAUGHAN WILLIAMS, L.J., said he did not wish it to be understood that the judgments on the former occasion amounted to a decision that all applications in the Divorce Court for writs of attachment must be made either under Order of the Supreme Court 41, r. 5, or under the practice of the old Court of Chancery as enacted by section 52 of the Divorce Act, 1857. Upon that point their lordships reserved their opinion until after hearing the question fully argued on some future occasion. It must not be inferred, however, that their lordships were now throwing any doubt upon the correctness of their decision in the present case, and they could not allow the case to be re-argued in this court. If counsel for the unsuccessful respondent on this appeal desired to re-argue the case, they must go elsewhere.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *McCall*, K.C., *Mansfield*, and *Willoch*; *C. W. Mathews* and *Grazebrook*. SOLICITORS, *Sims & Syms*; *Calkin, Lewis, & Stokes*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

MACMILLAN *v.* **DENT.** Kekewich, J. 5th Dec.

COPYRIGHT—LETTERS—PUBLICATION AFTER DEATH OF AUTHOR—RESTRAINT OF PUBLICATION—COPYRIGHT ACT, 1842 (5 & 6 VICT. c. 45), s. 3.

In this action a very interesting point was decided as to the right to publish certain letters written by Charles Lamb to members of the Lloyd family between the years 1798 and 1810. These letters were found in an old box, and were in the possession of a Mr. and Mrs. Steeds, Mrs. Steeds prior to her marriage being a Miss Lloyd. On the 5th of March, 1895, Messrs. Smith, Elder, & Co. purchased from Mr. and Mrs. Steeds the exclusive right of publishing these letters for £250, and had the loan of these letters for that purpose. In 1898 Smith, Elder, & Co. published the letters in a book called "Charles Lamb and the Lloyds. In 1899 Smith, Elder, & Co. in consideration of £25 granted a licence to Macmillan & Co. to publish these letters, at the same time time agreeing not to give the right to any other publisher, and these letters appeared in a new edition of Canon Ainger's Charles Lamb. In 1902 the defendants, J. M. Dent & Co., applied to Smith, Elder, & Co for permission to publish these letters, which was refused. In 1903, Dent having heard of the existence of some original letters of Charles Lamb, bought these sixteen letters together with other letters, from Mr. and Mr. Steeds for £250. Dent was informed at the same time by the Steeds of the assignment of the copyright in them to Smith, Elder, & Co., and the receipt given by Steeds was expressed to be given for the letters and also for any rights which he might still have therein. At the end of 1903 J. M. Dent published an edition of Charles Lamb's letters which contained these sixteen letters. Macmillan & Co. and Smith, Elder, & Co. thereupon commenced the present proceedings, in which Smith, Elder, & Co. claimed to be the proprietor of the copyright in the sixteen letters, and asked for an injunction to restrain the defendant J. M. Dent from printing, publishing, and selling any book which infringed their rights in the letters in question. Charles Lamb, by his will, dated the 9th of October, 1830, gave his property to his trustees upon trust to allow his sister, Mary Lamb, an annuity for her life, and after her death for such persons as she, if of sound mind, might appoint, and in default of appointment he gave the residue of his estate to Emma Isola, and in the event of her death to her children. Lamb died in 1834, and his will was proved by both of the executors. Mary Lamb died in 1847 without having exercised the power of

appointment. Emma Isola married Edward Moxon and died intestate on the 2nd of February, 1891, leaving only one son, A. H. Moxon, who took out letters of administration to her estate on the 31st of January, 1905. A. H. Moxon, at the instigation of the defendant, J. M. Dent, took out letters of administration *cum testamento annexo de bonis non* to the estate of Charles Lamb, and on the 7th of February he assigned all his rights whatever they were in the sixteen letters in question to the defendant for the sum of £10. The grant of letters of administration to the estate of Charles Lamb, and the assignment by Moxon to Dent were subsequent to the commencement of the proceeding in the present action. Section 3 of the Copyright Act, 1842, provides that the copyright in every book which shall after the passing of this Act be published in the lifetime of its author shall endure for the natural life of such author, and for the further term of seven years commencing at the time of his death, and shall be the property of such author and his assigns; provided always that if the said term of seven years shall expire before the end of forty-two years from the first publication of such book the copyright shall in that case endure for such period of forty-two years, and the copyright in every book which shall be published after the death of its author shall endure for the term of forty-two years from the first publication thereof, and shall be the property of the proprietor of the author's manuscript from which such book shall be first published and his assigns. For the plaintiffs it was contended that the copyright in these letters belonged to Smith, Elder, & Co. for forty-two years from the time when they were first published. The Copyright Act, 1842, s. 3, made an alteration in the law. Before that Act the copyright belonged to the author and his assigns, whether the publication was in the author's lifetime or after his death. But this Act made a distinction between the two cases, and said that if published after death of the author copyright belonged to the proprietor of the author's manuscript from which the book was published. For the defendant it was argued that the right of publishing these letters ought to have passed under the residuary bequest to Emma Isola, and through her to A. H Moxon, who assigned the right to the defendant, and that the right was now in personal representative of C. Lamb, and that the plaintiffs had acquired no rights through the Steeds. The property in the manuscript of a letter belonged to the sender (*Pope* v. *Curl*, 2 Atk. 342), and the receiver had only a limited property in the letter sufficient to recover possession of the letter: *Oliver* v. *Oliver*. In *Gee* v. *Pritchard* (2 Swanst. 402) it was laid down that the jurisdiction to restrain the publication of letters was founded on a right of property in the writer; see also *Thompson* v. *Stanhope* (1 Ambler 737), *Duke of Queensbury* v *Shebbeare* (2 Eden. 329). In *Lord Lytton* v *Devey* (54 L. J. Ch 293) Bacon, V.C., held that a sender of a letter had right to restrain any use being made of the communication in the letter In *Labouchere* v. *Hess* (77 L. T. 559) North, J., expressed a doubt as the question in whom the property in the paper was. In *Caird* v. *Sime* (12 App Cas. 326) the publication of oral lecture without consent of the lecturer was restrained, and stress was laid upon the proprietary right of an author in his unpublished literary productions. There is little distinction between oral lectures and letters. By the proprietor of the author's manuscript in section 3 of the Act is not meant the owner of the piece of paper, but the owner of the composition upon it with the right to publish or to forbid publication.

KEKEWICH, J.—This is an extremely difficult question which may perhaps require to be solved by the Court of Appeal. The plaintiffs claim the right of publishing certain letters of Charles Lamb which were many years old, and they say that they have purchased the right from Mr. and Mrs. Steeds who were in possession of the letters up to ten years ago. It seems to me that, as there was no suggestion that these persons obtained the letters by theft or otherwise improperly, I must assume after this great length of time that they were in rightful possession of the letters. There was no doubt that they assigned their rights of publication, whatever that were, to the plaintiffs, who had therefore any rights which the Steeds possessed. If they had the right of publication they had also the right to restrain any other person from publishing. The defendant also claimed through the Steeds, and in addition he claimed through the administrator of Charles Lamb. His title which he derived through the Steeds is obviously defective because they had already assigned all such rights as they had to the plaintiffs and they had nothing left to assign to the defendant, and Mr. Steeds only purported to confer on the defendant such rights as still remained in him. As to the defendant's other title I do not understand it. I cannot see how the administrator of Charles Lamb appointed the other day can have any property in these letters, even assuming that they passed under his will. The defendants decline to prove their title, and they say that it is sufficient for them to shew that the plaintiffs have no title and that is a perfectly proper position for them to take up. Therefore I have not to consider the question whether the right is vested in the plaintiffs as between them and the defendant, but whether it is vested in them as an abstract right, and that depends upon the construction of a few words in section 3 of the Copyright Act, 1842. It is not easy to understand this section, and it is necessary to have in view the common law as it existed at the time when the Act was passed. There is no doubt as to what the common law was up to a certain point It is only necessary to refer to a few of the cases that have been cited. The case of *Caird* v. *Sime* (12 App. Cas. 326) was very much concerned with the peculiar circumstances of the delivery of oral lectures; the main question is accurately stated by Lord Watson on p. 343. He calls the right which an author has a right of property in his work, and the Lord Chancellor calls it a proprietary right in his unpublished works. In *Earl of Lytton* v. *Devey* (54 L. J. Ch. 293) Bacon, V.C., said that the property in the letters remained in the person to whom they were sent. It is perfectly clear that a certain kind of property is in the sender, but precisely what that property is and how it ought to be defined the cases do not say. *Gee* v. *Pritchard* (2 Swanst. 402) does not give any real guide. It is sufficient for me to say that the writer who sends the letter has the right to prevent its publication by another. Now what is the meaning of the Act. Section 3 is divided into two parts, the first part deals with publication of books in the lifetime of the author, and it has been held that books include letters, and provides that the copyright in any book published in the lifetime of the author should endure for a certain time, and should be the property of the author and his assigns. Having dealt with that case, the Legislature went on to say what was to happen in the case of a book published after the death of the author, and it did not say that the copyright should be in the author or his assigns or his legal personal representatives. No difficulty would have been experienced in saying that, if such had been the intention of the Legislature. I think that it is fair to assume that that was not the intention of the Legislature. The Legislature said the copyright of every book which shall be published after the death of the author shall be the property of the proprietor of the author's manuscript. Manuscript means that which is written by the hand. In the case of a letter it means the actual letter that was written by the author. In these days it would probably also be held to extend to a typewritten letter or to a printed letter if the author used a private printing press, or if the author used an amanuensis and dictated the letter, that would be written within the meaning of the section. It means that which proceeds from the author as his own work. It does not include a copy made by someone else not for the author. It must mean that which fills the place of manuscript written by the author. If a letter was written and a copy made and sent, the copy which was sent would be the author's manuscript. The next question was as to who was the proprietor of the author's manuscript; according to the common law there were two proprietors, the man who held it and who could bring detinue for it, and the writer, who had a special right to prevent it from being published. Did the Legislature intend to perpetuate that? It seems to me that, having regard to the division of the section into two parts, and the care of the Legislature not to repeat in the second part that which it said in the first part, the proprietor of the author's manuscript must mean the proprietor of the physical thing. That seems to be the only legitimate construction I can put upon those words. I can only assume, there being nothing proved to the contrary, that Steeds and his wife were the proprietors of the manuscript of these letters; there is no question that the book was first published from them. The plaintiffs, Smith, Elder, & Co., are the assigns of Steeds, and I must come to the conclusion that the Steeds were entitled to publish them themselves or to hand them over to others to publish. Having parted with the right of publication to the plaintiffs, nothing remains in them save the right to the manuscripts themselves. The right to publish was gone, and therefore the defendant can have no right to publish these letters. I will make a declaration that the right of publication is vested in the plaintiffs Smith, Elder, & Co.—COUNSEL, *T. E. Scrutton*, K.C., and *R. A. Wright*; *Danckwerts*, K.C., and *Sebastian*. SOLICITORS, *Cheston & Sons*; *Surr, Gribble, & Oliver*, for *S. Hosgood*, Pershore.

[Reported by R. FRANKLIN STUBBING, Esq., Barrister-at-Law.]

Re **VAGLIANO. VAGLIANO** *v.* **VAGLIANO.** Buckley, J. 6th Dec.

CHARITABLE GIFT—INCOME TO BE APPLIED OUT OF THE JURISDICTION—FUND WITHIN JURISDICTION — COURT CAN DIRECT A SCHEME TO BE SETTLED.

Summons. By his will, dated the 16th of January, 1900, Panagh Athanasius Vagliano directed his executors within twelve calendar months after his decease, to pay to the London and Westminster Bank (Limited) the sum of £500,000 sterling, or to transfer or deliver to the said bank securities which should in the opinion of the said bank be of the market value of £500,000 sterling or of such market value as together with such amount (if any) as might be paid in cash would amount to the sum of £500,000, and he requested and authorized the said bank to invest such money as might be paid to them in such inscribed stocks and securities being the securities for the time being authorized by law for the investment of trust funds, but including in such power of investment English Colonial Government securities, as the said bank might deem fit, with power from time to time to vary and transpose such securities. After stating that it was his desire to make provision for the charitable purposes in the island of Cephalonia as thereafter stated, he directed that all such funds and securities should be permanently held and retained by the said bank and that the trustees or trustee for the time being of his will should not be empowered to require the said bank to part with such securities or any part thereof. He then directed the bank, after deducting certain disbursements, to accumulate during twenty years after his death 10 per cent. of the income for the purpose of increasing the principal fund and, subject to that accumulation, to pay the whole of the annual income to the trustees or trustee for the time being of his will. He then directed his trustees or trustee "to apply the income to be so as aforesaid paid to them for charitable objects in the island of Cephalonia, such objects to include the establishment of or aid in the establishment of or aids to churches, hospitals, and schools, and also from time to time assistance to poor and aged persons for the time being resident in or natives of Cephalonia." And he gave absolute power and discretion to his trustees or trustee in relation to the disposal of such income for all or any of the purposes aforesaid, and as to such of the authorized objects for or in favour of which the same or any part thereof should be applied, and he authorized his trustees or trustee to depute any of such powers and discretions and to make payments to any person or persons having or supposed to have authority to receive money, without seeing to the application of the money so paid. He also directed his trustees or trustee on the 31st of December in every year to prepare a balance-sheet shewing the application of the income of

the trust fund, such balance-sheet to be entitled "A Balance-sheet of the Charitable Bequest of P. A. Vagliano, deceased," and to be forthwith transmitted to the Greek Minister or other representive for the time being of Greece in London with the request that the same should be transmitted to and published in Cephalonia. The testator died on the 25th of January, 1902, and the will with a codicil thereto not material to be stated were proved by three of the executors appointed by the will and codicil, one other person named renouncing probate, in the principal registry on the 25th of February, 1902. On the 2nd of May, 1902, the executors paid or transferred to the London and Westminster Bank money and securities to the value of £500,000 (less the amount of the legacy duty). The executors, of whom two were resident in England and one in France, received many applications for grants from persons in Cephalonia. This summons was issued by the executors and trustees, and asked (1) whether the gift of £500,000 to the bank for the purposes and upon the trusts mentioned in the will was a good and valid charitable gift; (2) whether the trustees had power to apply the income in all or any one or more of the ways following: (*a*) the erection of a church in connection with monastery of Aglicos Gerasimos in Cephalonia, (*b*) the erection, maintenance, and support of a lunatic asylum on the island, (*c*) the formation, erection, equipment, and maintenance of a farming school for poor farmers of Cephalonia, (*d*) the formation, erection, equipment, and maintenance of a public commercial and nautical school in Cephalonia, (*e*) towards the relief of the suffering poor consequent upon the outbreak of small-pox in the villages of Cephalonia; (3) to have a scheme or schemes settled by the court for the application of the bequest or the income thereof. Counsel referred to *Attorney-General* v. *Lepine* (2 Swans. 181), *Attorney-General* v. *Sturge* (19 Beav. 597), Tudor's Charitable Trusts (3rd ed.), 127, and Tyssen's Charitable Bequests, 290, 295, 300.

Buckley, J., held that the gift was a good and valid charitable gift, and that all the purposes mentioned in paragraph 2 of the summons were purposes to which the income could be properly applied by the trustees. He also held that though the bequest was for charitable purposes in a foreign country, yet inasmuch as the fund itself was in this country and was intended to be retained in this country by the London and Westminster Bank, and inasmuch also as two of the trustees who were charged with administering the income were resident in this country, the court had jurisdiction to direct a scheme to be settled. He accordingly referred it to chambers to settle a scheme for the application and administration of the charity. He intimated also that it would be desirable to appoint another trustee resident within the jurisdiction, and in the meantime gave leave to the trustees to expend a sum not exceeding £2,000 in the relief of small-pox victims in Cephalonia.—Counsel, *Buckmaster*, K.C., and *Northcote*; *Sir R. B. Finlay*, A.G., and *R. J. Parker*; *W. E. Hollams*; *A. B. Martin*. Solicitors, *Hollams, Son, Coward, & Hawkesley*; *Treasury Solicitor*; *Travers, Smith, Braithwaite, & Co.*

[Reported by T. Pakenham Law, Esq., Barrister-at-Law.]

Re **ST. NEOTS WATER CO.** Buckley, J, 12th Dec.

Company—Petition to Wind up—Adjournment—St. Thomas' Dock Order—Form of Undertaking.

Petition. This was a petition to wind up the above company compulsorily, and was brought by creditors who had obtained a judgment against the company for £1,769. There were other creditors of larger amount who did not support the petition. The company was constituted by the St. Neots Water Act, 1897, and was not registered under the Companies Acts, 1862 to 1890. The petition was opposed by the company.

Buckley, J., ordered the petition to stand over till next sittings upon a St. Thomas' Dock Co. undertaking by the company. Referring to the terms of the form of the order as given in Palmer's Company Precedents, vol. 2, p. 123, Form 60, where the undertaking by the company is (among other things) "not to consent to a winding-up order or any other petition, and not to wind up voluntarily," he ordered that the exact terms of the judgment of Sir George Jessel in *Re St Thomas' Dock Co.* (2 Ch. D. 116) should be followed in the undertaking, namely, "not to consent to a winding-up order on the petition of any other creditor, or to a voluntary winding up," remarking that although the company could refuse to consent to a voluntary winding up, they could not undertake that there should not be one.—Counsel, *Clauson*; *E. G. Palmer*; *E. F. Spence*. Solicitors, *Crowders, Vizard, & Oldham*; *Batten, Proffitt, & Scott.*

[Reported by Neville Tebbutt, Esq., Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **NORTH-EASTERN RAILWAY.** Joyce, J. 7th and 8th Nov.; 6th Dec.

Railway Company—Dock Company—Amalgamation—Water Supply—Ultrà Vires.

This was an action by the Attorney-General at the relation of the Mayor and Corporation of Kingston-upon-Hull for a declaration that it was *ultrà vires* for the defendant company to supply a certain dock at Kingston-upon-Hull with water, pumped or otherwise obtained from their land at Hessle, forming part of their railway undertaking, for any purpose connected with the dock, or to sell or supply water so obtained to any tenant of the defendants occupying premises within the dock or to any ship using the dock, or otherwise to carry on the business of a water company. The facts were shortly as follows: The Corporation of Kingston-upon-Hull were the owners of waterworks and supplied water within their area under a statutory power. Prior to the year 1893 the corporation supplied the Hull Docks Co., whose docks were situated within the city and county of Kingston-upon Hull, with water. In that year the undertakings of the Hull Docks Co. and the defendant company were amalgamated by the North-Eastern Railway (Hull Docks) Act, 1893. By section 4 of that Act it was provided that as and from the 1st of July, 1893, and subject to the provisions of the Act, the docks company should be and was thereby dissolved, and the undertaking of the docks company was thereby as from the date of the amalgamation amalgamated with the undertaking of the railway company, and thenceforward all undertakings now amalgamated should constitute one undertaking which should be the undertaking of the company. Section 7 (i.) enacted that notwithstanding the amalgamation none of the provisions of the Acts relating to the dock company which if the amalgamation had not taken place would have applied exclusively to the dock company in respect thereof should apply to any portion of the undertaking or to the railway company other than the dock undertaking or to the railway company in respect thereof; and (iv.) none of the provisions relating to the railway company which if the amalgamation had not taken place would have applied exclusively to the railway of the defendants should apply to the dock or the company in respect thereof. On the 15th of September, 1893, the defendants stopped the supply of water to the docks from the relator's pipes and themselves supplied water obtained from their pumping station at Hessle, which was on land occupied by the defendants in respect of their railway undertaking. The plaintiffs alleged that this amounted to carrying on the business of a water company and was *ultrà vires*. The defendants contended that the supplying of water to the dock was incidental to the carrying on of their undertaking and that therefore they were acting within their powers. The following cases were cited: *Mulliner* v. *Midland Railway* (27 W. R. 330, 11 Ch. D. 611), *Attorney-General* v. *Great Eastern Railway* (28 W. R. 769, 5 A. C. 473), *Attorney-General* v. *London County Council* (1902, A. C. 165), and *Attorney-General* v. *Pontypridd Urban District Council* (55 W. R. 61; 1905, 2 Ch. 441).

Joyce, J., in a considered judgment, after reviewing the facts, said that on the evidence he had come to the conclusion that the defendants were not carrying on the business of a water company or supplying water to any person or for any purpose to or for which the dock company would not, if it still existed, be legally entitled to supply water as the defendant company was then doing. The real question in the action was whether the defendants were entitled to supply their dock with water obtained from their wells at Hessle, which were the property of the North-Eastern Railway Co. before the amalgamation. Whatever might fairly be regarded as incidental to or consequential upon those things which the Legislature had authorized ought not, unless expressly prohibited, to be held to be *ultrà vires*. Moreover, any mode of enjoying a company's own land is impliedly permitted if it is not inconsistent with the provisions of the company's acts and is not an infringement of the rights of other persons. There was no question in this action of infringing the rights of others, and his lordship did not see that the defendants, in supplying water in the way they were doing were in any way acting in contravention of the amalgamating Act, or were doing anything that was *ultrà vires* or illegal. Action dismissed with costs.—Counsel, *Danckwerts*, K.C., and *Parker*; *Nevill*, K.C., *Hughes*, K.C., and *Gutch*. Solicitors, *Sharpe, Parker, Pritchards, & Co.*; *A. Kay Butterworth*.

[Reported by H. Wolcott Warner, Esq., Barrister-at-Law.]

Re **POLLOCK. POLLOCK** *v.* **POLLOCK.** Swinfen Eady, J. 9th Dec.

Settled Land Act, 1882—Tenant for Life—Devise of Real Estate to Widow until Re-marriage Subject to Maintenance of Children—Held to Confer Powers of Tenant for Life.

Summons. A testator, William Pollock, at the time of his death, was the owner, subject to a mortgage of £600, of a piece of copyhold land and a fully-licensed public-house thereon as well as other real and personal property. By his will, dated the 30th of March, 1886, the testator provided that his trustees should hold his real estate upon trust for his widow "during her widowhood for the benefit and maintenance of herself and our dear children and the proper bringing up of the latter" with gifts over. There was a further provision that the trustees should permit and suffer the widow, under their supervision, "to manage and carry on the business of a licensed victualler and to receive the profits thereof and to apply the income and profits arising therefrom in and towards the maintenance and support of herself, and the maintenance, education, and promotion of our dear children, or in their discretion to manage and carry on the same, and apply the income and profits in the same or the like manner." There was also a power to invest the testator's residuary personalty in real estate upon the same trusts. The testator died in 1886, and his widow, until five years ago, carried on the business of the licensed premises personally, after which a lease was granted for a term of five years now expiring. It was desired to sell the public-house in question, and the point was raised by a summons as to whether the testator's widow, under the terms of the will, was a tenant for life of his real estate under the Settled Land Acts, or whether she, together with her children, to whom the remainder was limited subject to the interest of the widow, made up the tenant for life under the Acts. The court was also asked to order a sale and to give any directions necessary. Counsel for the widow of the testator contended that she was tenant for life of testator's real estate under the Settled Land Act, 1882, s. 2, sub-sections 5 and 7, and s. 58, sub-section 1 (vi.). *Re Theaker's Settled Estates* (1898, T. No. 1250) was referred to, which was an unreported case, where a widow was entitled during her widowhood to the income of real estate for her own use and benefit and for the maintenance and education of her children, and was held by the judge in chambers to have the powers of a tenant for life under section 58, sub-section 1 (vi.).

Swinfen Eady, J., decided that upon the words of the will in the present case the widow of the testator must be held during widowhood to possess the powers of a tenant for life under the Settled Land Acts, although her

interest under the will was burdened with the maintenance of her children. The sale was directed to be made, but before sale the price of the real estate and the price of the goodwill of the premises were directed to be distinguished and apportioned.—Counsel, *S. Deacon*; *W. H. Cochran*, and *W. D. Rotch*. Solicitors, *Radcliffe-Smith & Co.*

[Reported by C. H. Carden Noad, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* SOMERS AND OTHERS. Div. Court, 12th Dec.

Highways—Rights of Way—Declaration of Road to be a Public Highway—Consent of "Occupier"—Construction—Highways Act, 1862 (25 & 26 Vict. c. 61), s. 36.

Rule *nisi* calling upon certain justices of the peace for the county of Somerset to shew cause why a writ of *certiorari* should not issue to remove into this court all and singular the orders under the hands and seals of the said justices, and bearing date on or about the 12th day of December, 1904, whereby, in pursuance of the provisions of the statute 25 & 26 Vict. c. 61, s. 36, it was ordered, and declared that the private carriage or occupation road, as therein fully described, was a public highway to be repaired at the expense of the parish of Bleadon, upon the following grounds: (1) The said order was made without jurisdiction; (2) the General Estates Co. (Limited) are occupiers jointly with the Great Western Railway Co. of the said road, and their consent in writing was not obtained and they at no time consented to the application to the justices at petty sessions to declare the said road a public highway, to be repaired at the expense of the parish; (3) the provisions of section 36 of the Highway Act, 1862, were not complied with, in that no consent in writing, as required by the said section, was obtained from the owners and occupiers of every part of the said road. The rule was moved at the instance of the General Estates Co. (Limited). The road in question was a portion of a driftway set out under the Bleadon enclosure award, made under the Act 28 Geo. 3, c. 14. The Bristol and Exeter Railway Co. acquired the freehold of the said portion of the driftway, and the Great Western Railway Co. are their successors in title. By a deed of covenant dated the 7th of January, 1863, the Bristol and Exeter Railway Co. granted to one Henry Davies, his heirs and assigns, a right of way for all purposes over the road in question for ever, the consideration for which was a payment of £50 by the said Henry Davies, and a covenant by him, his heirs, executors, and administrators, to keep and preserve the said road in good and substantial repair at all times for ever thereafter. The General Estates Co. (Limited) were the successors in title to the said Henry Davies. Subject to the payment of certain charges to the General Estates Co. (Limited) for traffic other than foot passengers, the public have, for upwards of forty years, used the said road, which has been regularly kept in repair by the said company. The order of the justices was made on the 12th of December, 1904, with the consent in writing of the Great Western Railway Co., but the General Estates Co. (Limited) did not receive any notice of the application to the justices, nor did the said company give their consent in writing. The justices were not represented by counsel, but filed an affidavit, paragraph 10 of which was as follows: "It was proved to our satisfaction on the reading of the said consent (*i.e.*, the consent of the Great Western Railway Co.) that the only rights which the General Estates Co. (Limited) had over the said road was a right of way which had been granted by the Bristol and Exeter Railway Co., the predecessors in title of the Great Western Railway Co., to the General Estates Co. (Limited), or their predecessors in title, and, further, that there were numerous other owners and occupiers of land on the western side of the Great Western Railway Co.'s main line from Bristol to Exeter who from time immemorial had had and exercised rights of way and passage for agricultural purposes over the said private carriage and occupation road, and we were of opinion that parties having a mere right of passage over the said roadway were not owners or occupiers of any part of the said road within the meaning of the said Act." Section 36 of the Highway Act, 1862, is: "Where the inhabitants of any parish are desirous of undertaking the repair or maintenance of any driftway or any private carriage or occupation road within their parish in return for the use thereof, the district surveyor may . . . with the consent in writing of the owner and the occupier of every part thereof, apply to the justices to declare such driftway or road to be a public highway to be repaired at the expense of the parish." Counsel on behalf of the Axbridge Rural District Council submitted that the General Estates Co. (Limited) were not owners or occupiers. Counsel for the rule submitted that the section was intended to protect the rights of all those who had a right of way over the road. The term "occupier" was used in many branches of the law to cover a person with such rights: *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *Wallis* (14 C. B. 213), *Charman* v. *South-Eastern Railway Co.* (21 Q. B. 524).

The Court (Lord Alverstone, C.J., and Lawrance and Ridley, JJ.) dismissed the rule.

Lord Alverstone, C.J., in the course of his judgment, said: This case raises a difficult point. It must be decided on general principles of law. It is contended that the consent of the people who have special rights in respect of a "driftway, or private carriage or occupation road," must be obtained even though the right be those of a licensee or owner of an easement, not an occupier or owner of the road in the legal sense of ownership of the land, over which the road passes. My view of the section is that it deals with certain limited rights over property which is nearly under all circumstances in the occupation of somebody else other than the owner. It seems to me that persons only entitled to rights of user ought to have nothing to say in the matter. There could be no right of compensation in such a case; they still have the right of way, but now in common with others. I think the section is dealing only with servient owners, who, in consideration of permitting all the inhabitants of the parish to use the road, are to be relieved of the burden, if any, of maintaining the road. The rule must be dismissed.

Lawrance and Ridley, JJ., concurred.—Counsel, *Macmorran*, K.C., and *Bonsey*; *Russell*, K.C., and *Mackenzie*. Solicitors, *Mead & Co.*, for *F. Wood*, Wrington; *G. M. Percy*.

[Reported by Maurice N. Drucquer, Esq., Barrister-at-Law.]

REX *v.* PAYNE. C.C.R. 9th Dec.

Criminal Law—Wife Stealing from Husband—Receiving Stolen Property from Wife—Felony or Misdemeanour—Sufficiency of Averment in Indictment—Larceny Act, 1861 (24 & 25 Vict. c. 96), s. 91—Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), ss. 12, 16.

Case for the consideration of the Court for Crown Cases Reserved. William Payne was tried before the Common Serjeant at the November session of the Central Criminal Court, on an indictment of which the following is a copy:—"Central Criminal Court, to wit: The jurors for our Lord the King upon their oath present that William Payne on the sixth day of August in the year of our Lord one thousand nine hundred and five, at the parish of All Saints, Poplar, in the county of London, and within the jurisdiction of the said court, certain money, to wit, eighty-six pounds of the moneys of John William Price, before then feloniously stolen, taken, and carried away, unlawfully did receive and have, he the said William Payne then well knowing the said moneys to have been feloniously stolen, taken, and carried away, against the peace of our Lord and King his crown and dignity." It was proved that the money was stolen by Caroline Price, and that she was the wife of John William Price. There was evidence that William Payne received the money so stolen, knowing both that Caroline Price was the wife of John William Price and that she had stolen the money from him. Before the trial of William Payne, Caroline Price pleaded guilty to stealing the money from her husband. It was contended by counsel for the prisoner (1) that the indictment was bad in law as alleging the receipt of money stolen by a common law larceny, which is by statute a felony, and charging with receiving as a misdemeanour; (2) that the facts proved did not support the indictment, as it did not state that the goods were stolen by a wife from her husband; (3) that the receipt of goods with knowledge that they were stolen by a wife from her husband was not a misdemeanour. The prisoner was found guilty, and the following questions were reserved: (1) Was the indictment bad after verdict? (2) Did the facts proved support the indictment? (3) Is the receipt of goods with the knowledge that they have been stolen by a wife from her husband a misdemeanour? Counsel for the prisoner contended that there could not be an indictment for misdemeanour. The prisoner might have been indicted for a felony, if the crime of Caroline Price had been a felony at common law or under the Larceny Act, 1861, *vide* s. 91. But this crime was made a felony by the Married Women's Property Act, 1882, ss. 12 and 16: *Reg.* v. *Streeter* (1900, 2 Q. B. 601). In that case Wright, J., suggested an indictment might lie for a common law misdemeanour, and that course had been followed in the present indictment. But a person receiving stolen property was, by an Act of 4 & 5 William & Mary, deemed to be an accessory after the fact to the principal crime, and *King* v. *Cross* (1 Raym., p. 577) decided that therefore the common law misdemeanour was merged in the felony. Secondly, the indictment did not aver that the money was received well knowing that it had been stolen from the husband by the wife so as to indicate that the offence charged did not amount to a felony under the Larceny Act, 1861. The prosecution was not represented.

The Court (Lord Alverstone, C.J., and Lawrance, Channell, Walton, and Sutton, JJ.) affirmed the conviction.

Lord Alverstone, C.J., in the course of his judgment, said: It has been contended that the offence committed amounted to a felony, and the indictment for a misdemeanour was bad. If it could have been shewn that the offence had been made a felony under any other statute the point would have been a good one. But we cannot hold it to be a felony unless we overrule the decisions of this court in *Reg.* v. *Smith* (L. R. 1 C. C. R. 266) and *Reg.* v. *Streeter*, which decided that there is no offence under section 91 of the Larceny Act, 1861, unless the principal stealing be a felony at common law or by virtue of the Act the words of the section being "whosoever shall receive . . . property . . . the stealing . . . whereof shall amount to a felony either at common law or by virtue of this Act . . . shall be guilty of a felony . . ." In *Reg.* v. *Streeter*, Wright, J., seems to have suggested that in future cases an indictment might lie for a common law misdemeanour. If counsel could have pointed to any section making this receiving a felony, then the principle of *King* v. *Cross* would have been applicable, viz.: that where an offence is made by statute a felony there can be no longer any offence of misdemeanour. As to the second point, it seems to me only another illustration of the same principle which was applied by this court in *Rex* v. *James* (1902, 1 K. B. 540), where we decided that it was not necessary to aver that the prisoner is the wife of the prosecutor. Therefore, on both grounds I think the argument fails.

CHANNELL, J.—I think there is some little doubt about the second question, but I think that *Rex* v. *James* covers the point. It would be safer, in my opinion, in future cases to put the averment in the indictment.

LAWRANCE, WALTON, and SUTTON, JJ., concurred.—COUNSEL, *Jenkins*. SOLICITOR, *Cyril Renton*.

[Reported by MAURICE N. DRUCQUER, Esq., Barrister-at-Law.]

RICKABY *v.* LEWIS. Walton, J. Dec. 11.

GUARANTEE, ACTION ON—THREE MONTHS' NOTICE TO BE GIVEN TO BORROWER BEFORE SUM LENT BECAME REPAYABLE—DEATH OF BORROWER—PROBATE NOT TAKEN OUT—NO SUCH NOTICE GIVEN EITHER TO BORROWER OR GUARANTOR—ALLEGED RIGHT OF PLAINTIFF TO TREAT, IN THESE CIRCUMSTANCES DEFENDANT'S RIGHT TO NOTICE AS WAIVED, AND TO CLAIM IMMEDIATE PAYMENT.

In this case the plaintiff sued the defendant Mrs. Sophie Lewis to recover the sum of £156 for money and interest alleged to be due under a guarantee signed by the defendant. The defendant denied liability. The plaintiff's case was that in April, 1896, the defendant's late husband borrowed from him £150, agreeing that until the money was repaid he would pay interest on the loan at the rate of 6 per cent per annum. Upon the 9th of April, 1896, he wrote a letter to the plaintiff, in which he said: "In consideration of the loan of £150 I hereby agree to pay you the said sum within three months of the receipt by me of a written notice by you requiring me to do so, such notice not to be given until after the expiration of six calendar months." On the same day the defendant signed the guarantee sued on which was in these words: "I hereby agree to guarantee you the repayment of the amount advanced by you to my husband as per agreement of the 9th of April." The money was duly advanced and interest was paid until the 2nd of June, 1904, when the defendant's husband died. No notice demanding repayment had been given to Mr. Lewis in his lifetime, and upon writing to the defendant's solicitors after his death asking for payment the plaintiff was informed that there was no administrator of the assets, and that probate would not be taken out as Mr. Lewis had left no estate. The writ in this action was thereupon taken out and the substantial defence pleaded at the trial was that the money was not due and payable as a three months' notice to repay had not been served. For the plaintiff it was said that this condition precedent applied only to a demand for repayment if made to the borrower. There were no executors or administrators who could be served with the notice, and the condition came to an end on the death of the borrower. The plaintiff was therefore justified in bringing the action on against the guarantor immediately, who could not raise the defence relied on as her husband having died without leaving any estate at all, that fact operated as a waiver of the condition as against her. For the defendant it was contended that there was no waiver to be implied in law, and that the plaintiff not having given three months' notice there was no debt due and payable by the defendant's husband at the time the action was commenced.

WALTON, J., said the liability of the defendant depended on the terms of the guarantee. That document stated in the clearest manner that unless and until the defendant's husband received a three months' notice from the plaintiff to repay, the capital loan was not repayable by him. No such notice was ever given and the defendant's husband died. It was said by the plaintiff that there was a waiver of the right to receive notice, because the defendant's husband died under such conditions that no notice could have been given. The borrower did nothing that amounted to a waiver of the notice he was entitled to; he simply died. The interest had been regularly paid up to that time. The plaintiff could not succeed in this action, for he was seeking to establish a right to repayment which was not given him by the terms of the agreement under which the money was lent to the borrower. Judgment was therefore entered for the defendant with costs.—COUNSEL, *Neilson; Crawford*. SOLICITORS, *R. Greening; Keene & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR.** *Ex parte* **THE LAW SOCIETY.** Div. Court. 11th Dec.

SOLICITOR—PROFESSIONAL MISCONDUCT—SOLICITOR CARRYING ON BUSINESS AS BOOKMAKER—SOLICITORS ACT, 1888 (51 & 52 VICT. c. 6).

In this case the Statutory Committee had found that the respondent, being a solicitor, had since 1904 carried on the business of a bookmaker, and in the opinion of the committee such conduct was unworthy of a member of the profession. The committee further found that the respondent had sent out his circulars to a minor, a married woman, and a bank manager, and that the manner in which he distributed his circulars was calculated to invite persons of those classes to indulge in betting, and tended to bring about those evils the Legislature had attempted to suppress. The committee therefore found that the respondent had been guilty of professional misconduct within the meaning of the Solicitors Act, 1888. The respondent formerly practised at Melbourne and afterwards in Great Marlborough-street, and Argyle-place, Regent-street, but he ceased practise as a solicitor in 1898, and had not since taken out a practising certificate. On behalf of the Incorporated Law Society reference was made to *In the Matter of a Solicitor*, the first of a series of cases reported in the *Times* of the 7th of December, 1902, where the court took an undertaking from the respondent not to carry on the business of a bookmaker. The respondent, who appeared in person, said that this was an arbitrary attempt of the Law Society to dictate to him what business he should carry on. His business as a bookmaker was carried on under the name of C. B. Ray. The real author of this application was *Truth*. He intended to resume practice next year and he would give the same undertaking as in the case reported in the *Times*. In reply it was pointed out that the solicitor could if struck off make an application to the Master of the Rolls to be reinstated.

THE COURT (LORD ALVERSTONE, C.J., and LAWRANCE and RIDLEY, JJ.) ordered the solicitor to be struck off the rolls.

LORD ALVERSTONE, C.J.—The only doubt we have had in this case is as to the exact way in which we should deal with this gentleman. That he is carrying on the business of a bookmaker he does not dispute, and that he has carried it on under circumstances which might lead to the invitation to minors to bet is also not disputed; but it is said by him that he is not now so carrying it on. He used the expression that he would not apply to minors because they never had any money. It is not our experience that that fact prevents minors from betting, and it is perfectly plain that these circulars might get into the hands of people in the position of minors and married women. We have no doubt as to the correctness of the opinion of the Law Society that for a solicitor to carry on such a business was inconsistent with his position on the rolls, and that it is in the highest degree improper for a solicitor on the rolls to carry on this business. This view has been recognized by this court in the case which has been cited where the court required an undertaking from the respondent to abandon the business and carry on no similar business while in practice. I thought at one time that the justice of the case would be met by requiring the respondent to give an undertaking to abandon the business before he applied to practise. The main reason why I took that view was that I had an impression that the consequences of the respondent being struck off might be that he would never be able to practise again. But I am now satisfied that if the respondent *bond fide* abandons the business he will be able to apply to the Master of the Rolls to be restored. We have the position before us of a gentleman who is at this moment carrying on this business, and it is not proper that he should remain the rolls, and he must be struck off and pay the costs of this inquiry and of this application. The respondent's name was given as Sidney Herbert Reed, of 12, Duke-street and 47, Pall-mall.—COUNSEL, *Hollams* and *Frank Phillips*. SOLICITOR, *E. W. Williamson*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

Solicitor Ordered to be Struck Off the Rolls.

Dec. 11.—SIDNEY HERBERT REED, 47, Pall-mall, London.

Law Societies.

Incorporated Leeds Law Society.

The annual general meeting of this society was held on the 30th of November, 1905.

Before the ordinary business of the meeting a presentation was made to the hon. sec. (Mr. A. Copson Peake) by the president, on behalf of a number of members of the society, in recognition of his services in connection with the visit of the Law Society to Leeds in October last.

The PRESIDENT then moved the adoption of the report and accounts, and specially referred to Land transfer, the centenary dinner of the society, the annual provincial meeting of the Law Society, and other matters of interest.

Mr. A. T. PERKINS seconded the resolution, which was carried unanimously.

Messrs. J. Beaumont, J. R. Ford, E. H. Foster, and P. D. Thomas were elected members of the committee, and Mr. A. W. Willey was elected in the place of Mr. Mr. T. S. Simpson (deceased), to hold office for two years.

Messrs. J. Harrison and A. C. Peake were re-elected as hon. treasurer and hon. secretary respectively for the ensuing year.

The statement of the receipts and expenditure in connection with the Law Society's provincial meeting, as issued, was adopted and passed.

The committee were unanimously authorized to continue the annual subscription of £50 to the Yorkshire Board of Legal Studies.

A vote of thanks to the president for presiding at the meeting, and for his excellent services during the past year, was carried with acclamation.

The following are extracts from the report of the society:

Members.—Sixteen new members have been elected during the year. The present number of members of the society is 154, and of library subscribers under rules 3 and 4—twelve. Of last year's members, five have resigned and two have died, and one has ceased to be a member in accordance with the rules.

Centenary of the Society.—In accordance with the resolution passed at the general meeting of the society, held on the 11th of July, 1904, the hundredth year of the society was celebrated by a "centenary" dinner, held in Powolny's Assembly Rooms, Great George-street, on the 21st of January. There were 154 members and guests present. The president (Mr. J. Rawlinson Ford) presided. The Lord Chief Justice (Lord Alverstone), Lord Allerton, the Right Honourable G. W. Balfour, M.P. (President of the Board of Trade), the Lord Mayor of Leeds (Councillor Robert Amitage), the Vicar of Leeds (Dr. Gibson), the President of the Law Society (Mr. Thomas Rawle), and Mr. J. Lawson Walton, K.C., M.P., were amongst those present. Your committee trust that the dinner was a success in every way. Mr. Balfour,

on behalf of the Government, made the important announcement that the Government did not intend to move for the extension of the land transfer. Full reports of the speeches, menu, toast list, and balance-sheet have been retained amongst the society's papers for future reference.

Legal Education.—In pursuance of the promise given at the last annual meeting by the president respecting the annual grant to the Yorkshire Board of Legal Studies, an extraordinary general meeting of the society was held on the 20th of March to consider the matter. There was an excellent attendance of members of the society, and a full discussion took place, with the result that your committee was authorized to pay the £50 subscription for the year ending the 30th of July last, and a sub-committee consisting of the president and Messrs. Marshall, Peckover, Simpson, and E. H. Foster were appointed to consider with the Yorkshire Board of Legal Studies and the Law Committee of the University of Leeds the existing system in regard to its usefulness and attractiveness to articled clerks. The sub-committee subsequently met, and decided upon the points that should be raised at the conference, which took place on the 15th of May last. The result of the conference was, it is thought, beneficial to all parties interested, and tutorial classes for the benefit of articled clerks have now been added to the curriculum of the Law Department of the university and it is understood that qualified representation will be given to articled clerks on both the Yorkshire Board of Legal Studies and the Law Committee of the university.

Land Transfer.—This subject has again occupied the attention of the committee. On the 9th of December, 1904, in response to an invitation of Yorkshire Union of Law Societies a meeting of solicitors was held at Derby. The meeting was attended by members of the profession from all parts of England and was firm and unanimous. Many members of your society attended. The following resolutions were passed: (1) "That in the interests of the public there should be no extension of the system of compulsory registration of title (by rules or otherwise) until a full and impartial inquiry has been held into the working of the system since the passing of the Land Transfer Act of 1897." (2) "That the Councils of the Law Society, the Associated Provincial Law Societies, and the Yorkshire Union of Law Societies, be requested to take early steps to obtain the active co-operation of the whole of the profession, and others interested in the transfer of land, for the purpose of staying any extension until an inquiry has been held, and that the above-named bodies and persons in co-operation use their best efforts to assist in that object. (3) "That with a view to carrying out the resolution, the provincial law societies individually bring their influence to bear upon their local Members of Parliament to oppose such extension until after a public and impartial inquiry has been held." On the 21st of January, Mr. Gerald Balfour, M.P., made the important statement before referred to, at the centenary dinner of the society. Subsequently the Land Transfer Committee of the Law Society had a conference with representatives of the councils of the Associated Provincial Law Societies and the Yorkshire Union of Law Societies, when the course of procedure to prevent future extension was fully discussed; and when and as soon as the date of the next General Election is decided upon, every solicitor will have printed information shewing the failure of the Act up to the present time, and the reasons therefor. Your committee earnestly appeals to every member of the society to use his utmost endeavours in informing his clients as to the failure of the working of the Act in London, and the increased cost occasioned thereby, and where possible to get candidates for Parliamentary honours at the next General Election to promise an inquiry before any extension of the working of the Act, or to vote in favour of a repeal of the compulsory clauses.

United Law Society.

Dec. 4.—Mr. W. A. Richardson in the chair.—The minutes of the last meeting were read and confirmed. Two points of law and practice were propounded by Mr. G. C. Peevor and Mr. W. A. Jolly respectively, and were discussed. Mr. G. H. Head proposed: "That in view of the Report of the Commission of Inquiry into the Administration of the Congo Free State (*vide* the *Times* of the 6th of November, 1905), this House would regret any interference by the Powers of Europe with the Sovereign rights claimed by Leopold II., King of the Belgians." Mr. C. Kains-Jackson opposed. After some discussion the motion was lost.

Law Association.

Dec. 7.—Mr. T. H. Gardiner in the chair.—The other directors present were Mr. S. J. Daw, Mr. E. T. H. Brandon, Mr. H. C. Nesbit, Mr. R. H. Peacock, Mr. A. Toovey, Mr. J. Vallance, and Mr. W. M. Woodhouse. The sum of £75 was voted in relief of London solicitors' widows and other applicants, two new members were elected, and other business transacted.

Solicitors' Benevolent Association.

Dec. 13.—Mr. R Walter Tweedie in the chair.—The other directors present being Sir George Lewis, Bart., and Messrs. W. C. Blandy (Reading), Alfred Davenport, Walter Dowson, W. H. Gray, J. Roger B. Gregory, H. E. Gribble, Samuel Harris (Leicester), C. G. May, R. S. Taylor, Maurice A. Tweedie, Philip Witham, and J. T. Scott (secretary). A sum of £650 was distributed in grants of relief, fifteen new members were admitted to the association, and other general business was transacted.

Law Students' Journal.

Law Students' Societies.

Law Students' Debating Society.—Dec. 5.—An impromptu debate was held. The following members spoke: Messrs. Pleadwell, Margetts, J. E. C. Adams, R. P. Croom Johnson, A. O. Harnett, H. M. Myers, P. B. Henderson, Wm. G. Weller, Blagden, E. B. Amos, Cornock, H. C. Mitchell, E. Foss, and Pratt.

Dec. 12.—The subject for discussion was: "That the case of *Mears* v. *Western Canada Pulp and Paper Co.* (*Limited*) (C. A., 1905, W. N. 120) was wrongly decided." Mr. A. C. Dowding opened in the affirmative, Mr. J. E. C. Adams seconded in the affirmative; Mr. Marston Dewey opened in the negative, Mr. D. J. Kennedy seconded in the negative. The following members also spoke: Messrs. Pleadwell, Wintle, and Waterson. The mover having replied, the house adjourned at 9.15 p.m. The motion was lost by three votes.

Birmingham Law Students' Society.—Dec. 4.—Mr. Siward James in the chair.—The following moot point was debated: "A motor-car overtakes a pedestrian on a road to which there is no footpath; the driver sounds his 'hooter.' Is the driver entitled to assume that the pedestrian will move to one side of the road, and is the pedestrian bound to move aside? In the event of the driver injuring the pedestrian in consequence of his having failed to slacken speed, is the motor-car driver free from all liability?" Mr. J. Bradley led in the affirmative, and Mr. T. D. Hickman in the negative. The following also spoke: Messrs. J. H. Round, W. H. C. Sharp, B.A., J. Cohen, W. Kentish, F. H. Viney, B.A., G. M. Bark, B.A., J. H. Gold, and J. J. Pritchard. After the leaders on both sides had replied, the chairman summed up, and the voting resulted as follows: On the first proposition the motion was lost by one vote, on the second proposition by three votes.

Obituary.

Mr. C. J. Grece.

Mr. Clair James Grece, LL.D., the town clerk of Reigate, died on Friday morning in last week at the age of seventy-five years. Mr. Grece was admitted in 1855, and had been town clerk since 1864. He was also clerk to the Urban Sanitary Authority.

Legal News.

Appointments.

Mr. Charles Henry Lawrence Neish, barrister-at-law, has been appointed Private Secretary and Secretary of Commissions of the Peace to the Lord Chancellor.

Mr. James Herbert Jackson, solicitor, has been appointed Clerk to the West Ham Justices.

Mr. G. C. Lewis, barrister-at-law, has been appointed Coroner for the South-East District of Staffordshire, in the place of the late Mr. H. A. Pearson.

The Right Hon. Richard Burdon Haldane, K.C., has been appointed Secretary of State for War.

The Right Hon. Herbert Henry Asquith, K.C., has been appointed Chancellor of the Exchequer.

Mr. Augustine Birrell, K.C., has been appointed President of the Board of Education.

Sir Henry Fowler, G.C.S.I., solicitor, has been appointed Chancellor of the Duchy of Lancaster.

Mr. Lloyd-George has been appointed President of the Board of Trade.

Sir E. H. Carson, K.C., has been made a Privy Councillor.

Mr. William James Bull, M.P., solicitor, has received the Honour of Knighthood.

Changes in Partnerships.

Admissions.

Messrs. Norton, Rose, Norton, Farish, & Co., solicitors, of 57½, Old Broad-street, and 10, Victoria-street, Westminster, have admitted into their partnership the Hon. Walter Bernard Louis Barrington, who has for several years been with them.

Messrs. Charles Sawbridge & Son, solicitors, of 68, Aldermanbury, E.C., have taken into partnership Mr. John Campbell Cooper. The style of the firm will be unaltered.

General.

It is announced that Mr. Justice Darling will not go on the second part of the Midland Circuit at the ensuing winter assizes, as previously arranged, and that his place at Nottingham, Warwick, and Birmingham will be taken by Mr. Justice Sutton.

It is stated that Mr. Justice Bigham left London this week for the Mediterranean. The learned judge, having been engaged on the Western Circuit during the Whitsun vacation, is entitled to an additional holiday before the courts rise for the Christmas vacation.

A curious result, says the *Daily Chronicle*, happened in the case of Sir Frank Lockwood, who was Solicitor-General when Lord Rosebery resigned. Two months elapsed before his successor was nominated, and during this time he continued to receive his fees without performing any Government work. Sir Frank improved the situation by resuming his private practice, and the Treasury levelled up things by asking him to return his fees.

Mr. Justice Phillimore, in passing sentence in a blackmailing case on Wednesday, said that he considered this a very blackguardly piece of intimidation. Some foreign countries said that, with all its pretended virtue, England was the home of the blackmailer; he hoped that they were wrong, but there were certainly cases of the kind sometimes brought before our courts, and when they were proved they should be severely punished

Mr. Justice Jelf, at the Leeds Assizes, says the *Daily Mail*, made some important remarks on the subject of warrants against unnamed persons. He described the warrant in question as giving the police power to arrest anybody in Huddersfield, the town in which the man lived whom the police thought they wanted, though they did not know his name. "It ought to be glazed and put into a frame," said the judge, among other caustic comments about it. And he ended up with the statement that if this practice of issuing "open" warrants continued there would some day have "to be an inquiry into the jurisdiction of the magistrates."

Mr. Justice Darling was invited, says a writer in the *Globe*, to two banquets during his recent visit to York. One invitation was to dine with the Gimcrack Club, and the other to attend the dinner of the York Law Students' Society. It was the latter function, presided over by Mr. Butcher, K.C., M.P., that he brightened with his jests. "When I came into the room," he remarked, "and saw my friend Mr. Butcher in the chair, I made certain that I had come to the dinner of the Gimcrack Club. I admit that I did not recognize him at first, for I do not think I ever before saw him in the evening in anything but a pink coat. But when I looked round the room for my brother Grantham, and observed he was not present, I knew I was in the society of lawyers." For one judge to raise a laugh against another in a company of law students is something rather new in the way of judicial humour.

In the Court of Appeal on Thursday morning Sir Robert Reid was formally sworn in as Lord Chancellor before the Lord Chief Justice, the Master of the Rolls, and Lords Justices Vaughan Williams, Romer, Stirling, and Cozens-Hardy, and the President of the Probate, Divorce, and Admiralty Division, and several judges of the King's Bench and Chancery Division. Among the counsel present were Mr. Lawson Walton, K.C., the new Attorney-General, Mr. Fletcher Moulton, K.C., M.P., Mr. McCall, K.C., and also the Solicitor-General, Mr. Robson, K.C. There was a large gathering of the general public, amongst whom were several ladies. Sir Kenneth Muir Mackenzie administered the oath to the Lord Chancellor At the conclusion of the administration of the oaths the Attorney-General said: "I move, my lord, that these proceedings be now recorded." The Lord Chancellor: "So be it."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, Dec. 18	Mr. Beal	Mr. Farmer	Mr. Godfrey	Mr. Jackson
Tuesday 19	Carrington	King	R. Leach	Pemberton
Wednesday 20	Pemberton	Farmer	Godfrey	Jackson
Thursday 21	Jackson	King	R. Leach	Pemberton
Friday 22	R. Leach	Farmer	Godfrey	Jackson
Saturday 23	Godfrey	King	R. Leach	Pemberton
Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, Dec. 18	Mr. Church	Mr. Carrington	Mr. Theed	Mr. Greswell
Tuesday 19	Greswell	Beal	W. Leach	Church
Wednesday 20	Church	Carrington	Theed	W. Leach
Thursday 21	Greswell	Beal	W. Leach	Theed
Friday 22	Church	Carrington	Theed	King
Saturday 23	Greswell	Beal	W. Leach	Farmer

The Christmas Vacation will commence on Monday, the 25th day of December, 1905, and terminate on Saturday, the 6th day of January, 1906, both days inclusive.

The Property Mart.

Sale of the Ensuing Week.

Dec. 21.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

ABSOLUTE REVERSIONS:

To One-eighth of a Trust Fund, represented by Consols and Freeholds, &c., at Croydon and Hackney, of the estimated value of £6,550; also to One-thirty-second of Freeholds, of the estimated value of £12,000; also to One-twenty-fourth of £5,080 Metropolitan Three per Cent. Stock; lady aged 60. Solicitors, Messrs. Blachford, Norton, & Smith, London.

To One-ninth of a Trust Fund, consisting of Freeholds and Leaseholds, of the estimated value of £9,605; lady aged 72. Solicitors, Messrs. Ryland & Ryland, Windsor.

To Eight Twenty-ninths of a Trust Fund of the estimated value of £14,500; lady aged 56. Solicitors, Messrs. Lawrence, Graham, & Co., London.

POLICIES for £2,000, £1,200, £200. Solicitors, Messrs. Farrer & Co., London.

SHARES: T. W. Beach & Sons (Limited), 112 Shares of £10 each. Solicitors, Messrs. Ruston, Clark, & Ruston, Brentford.

(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BALDWINS MINERAL WATER CO (BLACKPOOL) LIMITED—Petn for winding up, presented Nov 21, directed to be heard at the Sessions House, Preston, on Dec 19, at 11. Butcher, Blackpool, solor for company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

BRITISH SEAMLESS RUBBER CO, LIMITED—Petn for winding up, presented Dec 2, directed to be heard Dec 19. Harris & Co, Finsbury sq, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

HORDER, LIMITED—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to Francis Clifford Goodman, Broad st House. Corbould & Co, Clements ln, Lombard st, solors for liquidator

IMPERIAL ELECTRIC LAMP AND BATTERY SYNDICATE, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to A Sissons, 103, Gresham House, Old Broad st

INGERSOLL-SERGEANT DRILL CO, LIMITED—Creditors are requested, on or before Jan 6, to send their names and addresses, and particulars of their claims, to Arthur Burbury, 144, Leadenhall st. Renshaw & Co, Suffolk ln, solors for liquidator

R JOHNSON & CO, LIMITED Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to Archibald Barmbaw Wake, Norfolk House, Laurence Pountney hill, Cannon st

SOUTH COAST STEAMSHIP CO (1904) (LIMITED) (IN LIQUIDATION)—Creditors are required, on or before Jan 20, to send their names and addresses, and particulars of their debts or claims, to Nathaniel Joseph Howes, 101, Leadenhall st

WALKER & SON, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Loxley & Co, 80, Cheapside

UNLIMITED IN CHANCERY.

PARKGATE RAWMARSH WORKING MEN'S CLUB—Petn for winding up, presented Dec 6, directed to be heard Dec 19. Iliffe & Co, Bedford row, for Arundel & Son, Pontefract, solors for petner. Notice of appearing must reach the London agents not later than 6 o'clock in the afternoon of Dec 18

London Gazette.—TUESDAY, Dec. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

O MIDWOOD, LIMITED—Creditors are required, on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to George Henry Young, Cheshire view, Broad st, Pendleton, nr Manchester. Farrar & Co, Manchester, solors for liquidator

TANNERS LANE TANNING CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and particulars of their debts and claims, to Edwin Bradshaw, 4, Egypt st, Warrington

THIERSANT, LIMITED—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur John Smith, 46, Powell rd, Clapton

WILLIAM DENT, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Robert Thomson Hesselton, 9, Market st, Bradford. Wade & Co, Bradford, solors for liquidator

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 1.

DEAN, ROBERT, Swindon, Wilts Jan 1 Dean v Frost, Farwell, J Morrison, Swindon

MOORE, JOHN NEWALL, Longford Court, Neath, Glam Jan 8 Cheston v Moore & Ryland, Buckley, J Inskip, Bristol

PUGHE, WILLIAM ANTHONY, Llanfyllin, Mont, Solicitor Jan 5 Morgan v Pughe, Buckley, J Vincent, Bangor

London Gazette.—TUESDAY, Dec. 5.

HAHN, CHARLES BERNHARD, Manchester Jan 5 Macfadyen v Hahn, Registrar, Manchester Farrer-Morgan, Manchester

MALLIN, CHARLES THOMAS, Southport, Lancaster, Photographer Jan 5 Mallin v Johnson and Davies, Registrar, Manchester McMaster, Manchester

KELSEY, GEORGE, Lingfield, Surrey, Farmer Dec 20 Starkey v Kelsey and Head, Warrington, J Evans, Walbrook

London Gazette.—FRIDAY, Dec. 8.

EMMETT, JONATHAN GILBERT, Doddington grove, Kennington, Omnibus Proprietor Jan 31 Jenkins v Emmett, Joyce, J Ince & Co, 8t Benet chmbrs, Fenchurch st

PLIMSAUL, FREDERICK, Loveday rd, West Ealing, Chartered Accountant Jan 8 Plimsaul v Plimsaul, Kekewich and Joyce, JJ Charles, Thogmorton House, Cupid-hall av

London Gazette.—TUESDAY, Dec. 12.

DONALD, EMILY, Hinton Firs, Bournemouth Jan 10 Townsend v Fullerton, Farwell, J Foster, Lincoln's inn fields

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 8.

RECEIVING ORDERS.

ABRAHAMSON, MARKS, Leeds, Clothier Leeds Pet Dec 5 Ord Dec 5

BATTRUM, A G, & Co, Crouch End, Builders High Court Pet Oct 14 Ord Dec 5

BEN, SAM, and ALFRED WHITAKER, Dewsbury, Hearth Rug Manufacturers Dewsbury Pet Dec 4 Ord Dec 4

BLACKBURN, VICTOR ALEXANDER, Swansea, Grocer Swansea Pet Dec 4 Ord Dec 4

BOND, BENJAMIN, Croydon Croydon Pet Nov 3 Ord Dec 5

BREE, JOHN, New Broad st High Court Pet Nov 14 Ord Dec 5

BRIGHOUSE, EDWARD, Derby, Painter Derby Pet Dec 2 Ord Dec 2

BUTT, WILLIAM, Wormwood st, Builder High Court Pet Oct 23 Ord Dec 5

CHALLICE, BERTRAND GEORGE, Exeter Barnstaple Pet Dec 6 Ord Dec 6

CHAPMAN, HENRY CHARLES, Gardener's ln, Putney, Grocer Wandsworth Pet Nov 15 Ord Dec 5

CLARK, WILLIAM ISAAC, Caistor, Lincoln Lincoln Pet Dec 4 Ord Dec 4

COCK, JOSEPH, Rushwick, Worcester, Farmer Worcester Pet Dec 5 Ord Dec 5

COLLINS, GEORGE, Blaengwynfi, Glamorgan, Collier Neath Pet Dec 5 Ord Dec 5

DAVIES, WILLIAM, Nantymoel, Collier Cardiff Pet Dec 6 Ord Dec 6

FRISBY, WILLIAM EDGAR, Gt Grimsby, Auctioneer Gt Grimsby Pet Dec 6 Ord Dec 6

FRYER, JABEZ, Dudley, Wholesale Grocer Dudley Pet Dec 6 Ord Dec 6

GREEN, GEORGE JAMES, Leckhampton, Cheltenham, Foliage Carver Cheltenham Pet Dec 6 Ord Dec 6

HALL, JAMES PRICE, Milford Haven, Pembroke, Grocer Pembroke Dock Pet Dec 6 Ord Dec 6

HAMER, ERNEST FENTON, Wirksworth, Derby, Schoolmaster Derby Pet Dec 2 Ord Dec 2

HATFIELD, HERBERT, Cottingham, York, Cab Proprietor Kingston upon Hull Pet Nov 23 Ord Dec 5

HORNSBY, EDMUND, Scunthorpe, Coal Dealer Gt Grimsby Pet Dec 4 Ord Dec 4

HYDE, JOHN GARNSTON, Swansea, Brewer Swansea Pet Dec 5 Ord Dec 5

JONES, VICTOR OLIVER, Canterbury, House Decorator Canterbury Pet Dec 4 Ord Dec 4

KELHAM, ELIZABETH CARLISLE, and FLORENCE ATKINSON, Grantham, Hotel Proprietors Nottingham Pet Dec 2 Ord Dec 2

KIDDER, FREDERICK LOUIS, Watney st, Commercial rd East, Baker High Court Pet Dec 6 Ord Dec 6

KIRBY, JOHN, West Hartlepool, Cycle Dealer Sunderland Pet Nov 4 Ord Dec 4

LE NEVEN, HERBERT COOKE, Holloway rd, Boot Factor High Court Pet Oct 21 Ord Dec 6

LEWIS, WILLIAM, Llantristant, Glam, Collier Pontypridd Pet Dec 4 Ord Dec 4

LINTHORN, JOHN PEACOCK, and FREDERICK GEORGE LINTHORN, Hanham, Glos, Boot Manufacturers Bristol Pet Dec 5 Ord Dec 5

MOLLETT, JAMES HENRY, Enfield, Builder High Court Pet Nov 17 Ord Dec 6

MORGAN, WILLIAM HENRY, Machen, Mon, Builder Newport, Mon Pet Dec 5 Ord Dec 5

NEWMAN, WOOLF, Camden rd High Court Pet Nov 2 Ord Dec 6

PIPE, WILLIAM WILLGRESS, Old Kent rd, Carpenter High Court Pet Dec 4 Ord Dec 4

POOLE, JAMES SAUNDERS, Blackheath High Court Pet Nov 13 Ord Dec 6

PRICE, DAVID JOHN, Rhyl, Flint, Baker Bangor Pet Nov 27 Ord Dec 4

REVILL, F J, Forest Hill, Kent, Grocer Greenwich Pet Nov 3 Ord Dec 5

ROSEN, SAMUEL, Waterloo rd, Tobacco Dealer High Court Pet Nov 13 Ord Dec 4

SCOTT, GEORGE, Kingston on Hull, Journeyman Joiner Kingston on Hull Pet Dec 5 Ord Dec 5

SMITH, JONATHAN, Harmondsworth, Middlesex, Market Gardener Windsor Pet Nov 16 Ord Dec 2

SOWDEN, JULIA ANN, Leicester, Confectioner Leicester Pet Dec 6 Ord Dec 6

STYCH, JOHN, Shirley, Derby, Farmer Burton on Trent Pet Dec 4 Ord Dec 4

SUMMERS, OLIVER, Warrington, Boot Dealer Warrington Pet Dec 4 Ord Dec 4

THARP, WILLIAM, Greenwich, Grocer Greenwich Pet Dec 4 Ord Dec 4

THURSTON, FREDERICK, Ipswich, Chemist Ipswich Pet Nov 17 Ord Dec 2

TOPHAM, SAMUEL, Bradford, Barber Bradford Pet Dec 6 Ord Dec 6

WILKINSON, HENRY LAMOREUX, Plymouth Plymouth Pet Dec 5 Ord Dec 5

WITHERS, WILLIAM ROBERT, Overton, nr Marlborough, Blacksmith Swindon Pet Dec 5 Ord Dec 5

WOOD, HENRY, Winchmore Hill, Builder Edmonton Pet July 13 Ord Dec 4

FIRST MEETINGS.

ABRAHAMSON, MARKS, Leeds, Clothier Dec 18 at 11 Off Rec, 22, Park row, Leeds

ANTHONY, THOMAS, Truro, Chem Dec 19 at 12 Off Rec, Boscawen st, Truro

ARMSWORTH, GEORGE JAMES, New st, Covent garden, Carman Dec 19 at 11 Bankruptcy bldgs, Carey st

BATTRUM & Co, A G, Crouch End, Builders Dec 19 at 1 Bankruptcy bldgs, Carey st

BENNION, GEORGE, Kingston upon Hull, House Furnisher's Manager Dec 19 at 2.30 Off Rec, Trinity House in, Hull

BEYNON, PHILIP, Llanelly, Boot Manufacturer Dec 16 at 11 Off Rec, 4, Queen st, Carmarthen

BOND, MARY, Leicester, School Proprietress Dec 18 at 12 Off Rec, 1, Berridge st, Leicester

BUTT, WILLIAM, Wormwood st, Builder Dec 19 at 12 Bankruptcy bldgs, Carey st

CALLON, JOSEPH, St Helens, Builder Dec 19 at 2.30 Off Rec, 35, Victoria st, Liverpool

CLARK, WILLIAM ISAAC, Caistor, Lincoln Dec 21 at 12 Off Rec, 31, silver st, Lincoln

COCK, JOSEPH, Rushwick, Worcester, Farmer Dec 16 at 11 45, Copenhagen st, Worcester

DARKNELL, WALTER JAMES, Montacute, Somerset, Dairyman Dec 19 at 2.30 Off Rec, City chmbrs, Catherine st, Salisbury

DAVIES, THOMAS, Llangain, Carmarthen, Farm Labourer Dec 16 at 11.30 Off Rec, 4, Queen st, Carmarthen

DE SOUZA, DIAGO FRANCIS, Bournemouth, Male Nurse Dec 19 at 3.15 Off Rec

EASTLAND, FREDERICK WILLIAM, Wisbech, Cambridge, Commission Agent Dec 16 at 12.30 Off Rec, 8, King st, Norwich

FANCOURT, ADA ARABELLA, Long Eaton, Derby, Milliner Dec 16 at 11 Off Rec, 47, Full st, Derby

GARROD, ARTHUR BURROWS, Mold, Flint, Licensed Victualler Dec 16 at 11.30 Crypt chmbrs, Eastgate row, Chester

GILLIATT, HARRY, and GEORGE HENRY BARNES, Bournemouth, Fruit Merchants Dec 19 at 2.30 Off Rec

GODDARD, W, jun, Elfindale rd, Herne Hill, Builder Dec 20 at 12 Bankruptcy bldgs, Carey st

HAMMETT, CHARLES, Burley, Southampton, Market Gardener Dec 19 at 2.15 Off Rec, City chmbrs, Catherine st, Salisbury

HARRIS, FRANKFORT, & Co, Dalston, Cigar Importers Dec 20 at 11 Bankruptcy bldgs, Carey st

HESSLEWOOD, WILLIAM, Middleton on the Wolds, Yorks, Tailor Dec 16 at 11 Off Rec, Trinity House ln, Hull

HEYS, JOHN HENRY, and CHARLES ERNEST HEYS, Colne, Lancs, Mineral Water Manufacturer Dec 18 at 11 Off Rec, 14, Chapel st, Preston

HILL, HENRY, Gamlingay, Cambridge, Market Gardener Dec 19 at 10.30 Shirehall, Bedford

HOUSE, CONSTANTINE NICHOLAS, and LILIAN MATILDA HOUSE, Newquay, Cornwall Dec 19 at 2 Off Rec, Boscawen st, Truro

HUGHES, H, & Co, Royal Exchange, Stock Brokers Dec 18 11 Bankruptcy bldgs, Carey st

KNEPEL, ADOLF, Kingston upon Hull, Butter Merchant Dec 16 at 11.30 Off Rec, Trinity House ln, Hull

LEWIS, SAMUEL, Lathom, Lancs, Farmer Dec 19 at 12 Off Rec, 35, Victoria st, Liverpool

LEWIS, WILLIAM, Penygawsi, Llantrisant, Glam, Collier Dec 18 at 3 135, High st Merthyr Tydfil

LISTER, CLEMENT, Bolton, Picture Frame Manufacturer Dec 18 at 3 19, Exchange st, Bolton

LLOYD, HERBERT, Leicester, Carver Dec 18 at 3 Off Rec, 1, Berridge st Leicester

LUCAS, ALFRED HUBERT, Ebury st, Victoria, Stockbroker Dec 18 at 2.30 Bankruptcy bldgs, Carey st

MARTIN, PHILIP, Fulham, Merchant Dec 18 at 12 Bankruptcy bldgs, Carey st

MASON, EDWARD, West Bridgford, Notts Dec 19 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

PIPE, WILLIAM WILLGRESS, Old Kent rd, Carpenter Dec 18 at 12 Bankruptcy bldgs, Carey st

POINTON, ALFRED, High st, Tooting, Boot Dealer Dec 18 at 11.30 24, Railway app, London Bridge

ROSEN, SAMUEL, Waterloo rd, Tobacco Dealer Dec 20 at 11 Bankruptcy bldgs, Carey st

SARGENT, H, Upton Park rd, Forest Gate, Builder Dec 18 at 11 Bankruptcy bldgs, Carey st

SHAKESPEARE, WILLIAM, Norton Canes, Stafford, Builder Dec 18 at 11 Off Rec, Wolverhampton

SMITH, JAMES WOOD, Darwen, Electrical Engineer Dec 18 at 10.30 Off Rec, 14, Chapel st, Preston

STOKES, ARTHUR JOHN HORATIO, Wolverhampton, Lamp Merchant Dec 19 at 12 Off Rec, Wolverhampton

SWATHAN, THOMAS ALBERT, Bilston, Staffs, Horse Dealer Dec 18 at 11.30 Off Rec, Wolverhampton

THOMPSON, ANNIE, Blackpool, Company Housekeeper Dec 18 at 11.30 Off Rec, 14, Chapel st, Preston

TOPHAM, SAMUEL, Bradford, Barber Dec 19 at 3 Off Rec, 29, Tyrrel st, Bradford

WOODWARD, FRANK, Clerkenwell Close, General Engineer Dec 20 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ABRAHAMSON, MARKS, Leeds, Clothier Leeds Pet Dec 5 Ord Dec 5

BARBER, GEORGE, Kilburn, Horse Dealer High Court Pet Oct 30 Ord Dec 4

BEN, SAM, and ALFRED WHITAKER, Dewsbury, Hearth Rug Manufacturers Dewsbury Pet Dec 4 Ord Dec 4

BLACKBURN, VICTOR ALEXANDER, Swansea, Grocer Swansea Pet Dec 4 Ord Dec 4

BRIGHOUSE, EDWARD, Derby, Painter Derby Pet Dec 2 Ord Dec 2

CHALLICE, BERTRAND GEORGE, Exeter Barnstaple Pet Dec 6 Ord Dec 6

CLARK, WILLIAM ISAAC, Caistor, Lincoln Lincoln Pet Dec 4 Ord Dec 4

COBB, WILLIAM BOYCE, Bishopsgate st, Stock Dealer High Court Pet Oct 31 Ord Dec 6

COCK, JOSEPH, Rushwick, Worcester, Farmer Worcester Pet Dec 5 Ord Dec 5

COLLINS, GEORGE, Blaengwynfi, Glam, Collier Neath and Aberavon Pet Dec 5 Ord Dec 5

COMAN, ELIZA EMILY, Folkestone, Private Hotel Keeper Canterbury Pet Nov 11 Ord Dec 2

DAVIES, WILLIAM, Nantymoel, Collier Cardiff Pet Dec 6 Ord Dec 6

DIAMOND, ARTHUR WILLIAM, Wallington, Surrey Croydon Pet Aug 12 Ord Dec 5

EASTLAND, FREDERICK WILLIAM, Wisbech, Cambridge, Commission Agent King's Lynn Pet Nov 17 Ord Dec 6

FRISBY, WILLIAM EDGAR, Gt Grimsby, Auctioneer Gt Grimsby Pet Dec 6 Ord Dec 6

FRYER, JABEZ, Dudley, Wholesale Grocer Dudley Pet Dec 6 Ord Dec 6

GREEN, GEORGE JAMES, Leckhampton, Cheltenham, Foliage Carver Cheltenham Pet Dec 6 Ord Dec 6

HALL, JAMES PRICE, Milford Haven, Pembroke, Grocer Pembroke Dock Pet Dec 6 Ord Dec 6

HAMER, ERNEST FENTON, Wirksworth, Derby, Schoolmaster Derby Pet Dec 2 Ord Dec 2

HATFIELD, HERBERT, Cottingham, York, Cab Proprietor Kingston upon Hull Pet Nov 23 Ord Dec 5

HESKETH, ALBERT EDMUND, Manchester, Meat Salesman Manchester Pet Nov 17 Ord Dec 6

HICKERY, ARTHUR JOSHUA, Bristol, Commercial Clerk Bristol Pet Nov 13 Ord Dec 6

HORNSBY, EDMUND, Scunthorpe, Coal Dealer Gt Grimsby Pet Dec 4 Ord Dec 4

JONES, VICTOR OLIVER, Canterbury, House Decorator Canterbury Pet Dec 4 Ord Dec 4

KELHAM, ELIZABETH CARLISLE, and FLORENCE ATKINSON, Grantham, Lincs, Lodging house Keepers Nottingham Pet Dec 2 Ord Dec 2

LANDY, MARCUS, Duke st, Aldgate High Court Pet Oct 28 Ord Dec 2

LEWIS, WILLIAM, Llantrisant, Glam, Collier Pontypridd Pet Dec 4 Ord Dec 4

LINTHORN, JOHN PEACOCK, and FREDERICK GEORGE LINTHORN, Hanham, Glos, Boot Manufacturers Bristol Pet Dec 5 Ord Dec 6

MACGREGOR, WILLIAM, Twickenham, Licensed Victualler Brentford Pet Nov 28 Ord Dec 1

MARTIN, PHILIP, Fulham, Merchant High Court Pet Nov 2 Ord Dec 6

MATHER, GEORGE, South Shields, Mineral Water Manufacturer Newcastle on Tyne Pet Nov 20 Ord Dec 4

MOLLETT, JAMES HENRY, Enfield, Builder High Court Pet Nov 17 Ord Dec 6

MORGAN, WILLIAM HENRY, Machen, Mon, Builder Newport, Mon Pet Dec 5 Ord Dec 5

POPERT, WILLIAM, Upper Clapton, Insurance Manager High Court Pet Nov 11 Ord Dec 4

RIDGWAY, EDWARD THOMAS, Birmingham, Cycle Dealer Birmingham Pet Oct 30 Ord Dec 5

ROBBINS, LEWIS, Crowe, Cheshire, Clerk Birkenhead Pet Sept 25 Ord Dec 5

SCHUMACHER, ERWIN CHARLES, Austin Friars, Stock Broker's Dealer High Court Pet Oct 30 Ord Dec 6

SCOTT, GEORGE, Kingston upon Hull, Journeyman Joiner Kingston upon Hull Pet Dec 5 Ord Dec 5

SOWDEN, JULIA ANN, Leicester, Confectioner Leicester Pet Dec 6 Ord Dec 6

STYCH, JOHN, Shirley, Derby, Farmer Burton on Trent Pet Dec 4 Ord Dec 4

SUMMERS, OLIVER, Stockton Heath, Chester, Boot Dealer Warrington Pet Dec 4 Ord Dec 4

TEARE, WILLIAM, Greenwich, Grocer Greenwich Pet Dec 4 Ord Dec 5
TOPHAM, SAMUEL, Bradford, Barber Bradford Pet Dec 6 Ord Dec 6
WESTROPP, JOHN WHITE, Regent's pk rd High Court Pet Nov 1 Ord Dec 6
WILKINS, HENRY LAMORREUX, Plymouth Plymouth Pet Dec 5 Ord Dec 5
WITHERS, WILLIAM ROBERT, Overton, nr Marlborough, Wilts, Blacksmith Swindon Pet Dec 5 Ord Dec 5

London Gazette.—TUESDAY, Dec. 12.

RECEIVING ORDERS.

BIRD, ABRAHAM, Cardiff, Grocer Cardiff Pet Nov 23 Ord Dec 5
BEVERLEY, HENRY, Fulford, Yorks, Farmer York Pet Dec 6 Ord Dec 6
BROODEN, EDWARD WILLIAM, Bradford, Wholesale Salt Merchant Bradford Pet Dec 8 Ord Dec 8
BROWN, JAMES PENNEY, Portsmouth, Bookmaker Portsmouth Pet Dec 8 Ord Dec 8
BUSH, EDWARD, Leicester, Boot Manufacturer's Manager Leicester Pet Dec 8 Ord Dec 8
BUTCHER, ALFRED, Doddington, Cambridge, Boot Merchant Peterborough Pet Dec 7 Ord Dec 7
CHESSMAN, ALICE FRANCES, HM Prison, Holloway Wandsworth Pet Oct 27 Ord Dec 7
CHILD, G D, Swansea, Hosier Swansea Pet Nov 24 Ord Dec 8
DAVIES, WILLIAM, Swansea, Clerk Swansea Pet Dec 9 Ord Dec 9
DEBENH, GEORGE HENRY, Aberdare, Fish Merchant Aberdare Pet Dec 8 Ord Dec 8
ELSEY, ELISHA, Folkestone, Insurance Agent Canterbury Pet Dec 8 Ord Dec 8
ELSEY, FRANCIS MARY, Folkestone, Milliner Canterbury Pet Dec 8 Ord Dec 8
GEE, JOHN EDWARD, Leek, Stafford, Mineral Water Manufacturer Macclesfield Pet Nov 24 Ord Dec 8
HAMILL, FRED, Huddersfield, Wheelwright Huddersfield Pet Nov 23 Ord Dec 9
HAMMOND, MARK, Sparkbrook, Birmingham, Coal Merchant Birmingham Pet Dec 8 Ord Dec 8
HARVEY, WILLIAM HENRY, Bristol, Engineer Bristol Pet Dec 7 Ord Dec 7
HODGSON, SOLOMON CRAGG, Workington, Cumberland, House Furnisher Cockermouth Pet Dec 8 Ord Dec 8
HUDSON, JOHN G, Thornton Heath, Surrey Croydon Pet Oct 30 Ord Dec 7
HUGHES, ROBERT, Manchester, Fish Dealer Manchester Pet Nov 17 Ord Dec 8
JAMES, JOHN GILES, Wymeswold, Leicester, Cattle Dealer Leicester Pet Dec 9 Ord Dec 9
JONES, WILLIAM, Swansea, Gents' Mercer Swansea Pet Dec 8 Ord Dec 8
LESLIE, WILLIAM, HM Prison, Brixton, Electrical Engineer Wandsworth Pet Oct 27 Ord Dec 7
MILLER, PERCY, Portsmouth, Tobacconist Portsmouth Pet Dec 9 Ord Dec 9
NEUMANN, JOSEF, Dorset sq, Clerk High Court Pet Nov 3 Ord Dec 6
NIGHTINGALE, JOSEPH, Kingston upon Hull, Wholesale Grocer Kingston upon Hull Pet Dec 9 Ord Dec 9
NIGHTINGALE, WILLIAM, Kingston upon Hull, Wholesale Grocer Kingston upon Hull Pet Dec 7 Ord Dec 7
PAPILLON, HENRY PELHAM, Aldershot Portsmouth Pet Nov 25 Ord Dec 8
PARRY, DAVID, Llansaintffraid, Montgomery, Blacksmith Newtown Pet Dec 7 Ord Dec 7
PREBBLE, WILLIAM, Folkestone, Confectioner Canterbury Pet Dec 8 Ord Dec 8
RANDELL, CHARLES ALFRED, Avebury, Wilts, Trainer of Racehorses Swindon Pet Dec 7 Ord Dec 7
REEVES, GEORGE, Dewsbury, Tailor Dewsbury Pet Dec 9 Ord Dec 9
ROBINSON, FREDERICK, Nottingham, Journeyman Bricklayer Nottingham Pet Dec 9 Ord Dec 9
ROBINSON, RICHARD, Leeds, Fruit Merchant Leeds Pet Dec 7 Ord Dec 7
ROSE, JOSEPH CHARLES, Romsey, Southampton, Baker Southampton Pet Dec 9 Ord Dec 9
RULE, CHARLES, Jesmond, Newcastle on Tyne, Fish Dealer Newcastle on Tyne Pet Dec 7 Ord Dec 7
SELLY-VIDAL, EDWARD WINDHAM EYRE GRANVILLE, Chartham, Kent, Farmer Canterbury Pet Dec 9 Ord Dec 9
SUBRY, THOMAS, Plymouth, General Dealer Plymouth Pet Dec 7 Ord Dec 7
SOKOLAR, THEODOLE, Manchester, Fruiterer's Manager Manchester Pet Dec 9 Ord Dec 9
TARRANT, ROBERT BAILEY, Southampton, Grocer Southampton Pet Nov 17 Ord Dec 8
URE, WILLIAM, and JOHN URE, Seaton, nr Workington, Builders Cockermouth Pet Dec 6 Ord Dec 6
VERRESI, GIACOMO, Lisle st, Leicester sq, Boarding house Proprietor High Court Pet Aug 14 Ord Dec 7
WARD, FRANCIS GEORGE, Wood st, Ladies' Underclothing Manufacturer High Court Pet Dec 8 Ord Dec 8
WILLIAMS, JOHN, Llwynyci, nr Bala, Farmer Wrexham Pet Dec 6 Ord Dec 6
WITCOMBE, HENRY, Pilton, Somerset, Beerhouse Keeper Wells Pet Dec 8 Ord Dec 8
WYLER, MAX, Bow ln, Cheapside, Manufacturer's Agent High Court Pet Nov 14 Ord Dec 7

FIRST MEETINGS.

ASTON, HENRY, Sparkhill, Birmingham, Licensed Victualler Dec 22 at 11 191, Corporation st, Birmingham
BAKER, WILLIAM HENRY, Greenwich, Credit Draper Dec 20 at 11.10 24, Railway app, London Bridge
BEN, SAM, and ALFRED WHITAKER, Dewsbury Dec 20 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury

BEVERLEY, HENRY, Fulford, York, Farmer Dec 21 at 3 Off Rec, The Red House, Duncombe pl, York
BOYLE, WILLIAM ANGUS, Cardiff, Colliery Agent Dec 20 at 12 117, St Mary st, Cardiff
BREE, JOHN, New Broad st Dec 21 at 11 Bankruptcy bldgs, Carey st
BRIGHOUSE, EDWARD, Derby, Painter Dec 20 at 3 Off Rec, 47, Full st, Derby
BROODEN, EDWARD WILLIAM, Bradford, Wholesale Salt Merchant Dec 21 at 3 Off Rec, 29, Tyrrel st, Bradford
BROWN, JAMES PENNEY, Portsmouth, Bookmaker Dec 21 at 5 Off Rec, Cambridge junc, High st, Portsmouth
BURLS, ELIZABETH, Cookham, Berks, Hotel Proprietress Dec 21 at 12 14, Bedford row
COLLINS, GEORGE, Blaengwynfi, Glam, Collier Dec 20 at 12 Off Rec, 31, Alexandra rd, Swansea
FINNEY, JAMES THOMAS, Measham, Leicester, Farmer Dec 21 at 11.30 Midland Hotel, Station st, Burton on Trent
FRYER, JABEZ, Dudley, Wholesale Grocer Dec 22 at 11 Off Rec, 199, Wolverhampton st, Dudley
GAUDERN, ARTHUR JOHN, Nottingham Dec 21 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
GOULD, HERBERT WILLIAM, Minehead, Somerset, Painter Dec 20 at 12.30 10, Hammet st, Taunton
GREEN, GEORGE JAMES, Leekhampton, Cheltenham, Foliage Carver Dec 21 at 11.15 County Court bldgs, Cheltenham
GRIST, HOWARD, Southend on Sea, Grocer Dec 21 at 3 14, Bedford row
HAMILL, FRED, Huddersfield, Wheelwright Dec 20 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
HARE, WILLIAM, Chalfont St Giles, Bucks, Farmer Dec 20 at 3.30 Off Rec, 1 St Aldates, Oxford
HARVEY, WILLIAM, HENRY, Bristol, Engineer Dec 20 at 12 30 Off Rec, 26, Baldwin st, Bristol
HERRON, JOHN, Birkenhead, Chester, Confectioner Dec 20 at 12 Off Rec, 35, Victoria st, Liverpool
HEYS, W E, F A HEYS, and HAROLD PILLING NUTTALL, Wealdstone, Middlesex, Manufacturers of Toilet Requisites Dec 21 at 3 Off Rec, 14, Bedford row
JONES, VICTOR OLIVER, Canterbury, House Decorator Jan 4 at 9 Off Rec, 68, Castle st, Canterbury
JOYNES, JOHN EDWIN, Small Heath, Birmingham, Grocer Dec 21 at 11 191, Corporation st, Birmingham
KELHAM, ELIZABETH CARLISLE, and FLORENCE ATKINSON, Grantham, Lodging House Keepers Dec 21 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
LE NEVEZ, HERBERT COOKE, Holloway rd, Boot Factor Dec 22 at 12 Bankruptcy bldgs, Carey st
LEVI, SAMUEL HARRIS, Weybridge, Merchant Dec 21 at 11.30 24, Railway app, London Bridge
LINTHORN, JOHN PEACOCK, and FREDERICK GEORGE LINTHORN, Hanham, Glos, Boot Manufacturers Dec 21 at 12 Off Rec, 26, Baldwin st, Bristol
MACGREGOR, WILLIAM, Twickenham, Licensed Victualler Dec 21 at 12 Off Rec 14, Bedford row
MCDERMOTT, RICHARD, Birmingham, Tailor Dec 20 at 12 191, Corporation st, Birmingham
MCLAREN, THOMAS, Girton, Cambridge, Farmer Dec 20 at 12 Off Rec, 5, Petty Curry, Cambridge
MOLLETT, JAMES HENRY, Cheshunt, Nurseries, Enfield, Builder Dec 22 at 11 Bankruptcy bldgs, Carey st
MULGREW, MICHAEL, Barrow in Furness, Labourer Dec 20 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
OTTO, EDWARD CHARLES FREDERICK, Balham, Engineer Dec 20 at 12.30 24, Railway app, London Bridge
PAPILLON, HENRY PELHAM, Aldershot Dec 21 at 4 Off Rec, Cambridge junc, High st, Portsmouth
PLATT, JAMES, Silverdale, Stafford, Licensed Victualler Dec 20 at 3 Off Rec, King st, Newcastle under Lyme, Stafford
POOLE, JAMES SAUNDERS, Blackheath, Licensed Victualler Dec 21 at 11 Bankruptcy bldgs, Carey st
RANDELL, CHARLES ALFRED, Avebury, Wilts, Trainer of Racehorses Dec 20 at 3 30 Off Rec, 38, Regent circus, Swindon
REEVES, GEORGE, Dewsbury, Tailor Dec 20 at 11.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
RIDGWAY, EDWARD THOMAS, Birmingham, Cycle Dealer Dec 20 at 11 191, Corporation st, Birmingham
ROBINSON, RICHARD, Leeds, Fruit Merchant Dec 20 at 11 Off Rec, 22, Park row, Leeds
RULE, CHARLES, Newcastle on Tyne, Fish Dealer Dec 20 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
SCOTT, GEORGE, Kingston upon Hull, Journeyman Joiner Dec 20 at 11 Off Rec, Trinity House ln, Hull
SUMMERS, OLIVER, Warrington, Boot Dealer Dec 20 at 3 Off Rec, Byrom st, Manchester
THURSTON, FREDERICK, Ipswich, Chemist Dec 20 at 12 15 Off Rec, 36, Princes st, Ipswich
TOON, JOHN ROBERT, and THOMAS TOON, Northampton, Farmers Dec 20 at 2 The George Hotel, Huntingdon
VICKERS, THOMAS, Carlton, Notts, Joiner Dec 20 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
WALBURN, ROBERT, Bishop Auckland, Durham, Tailor Dec 20 at 3 Off Rec, 3, Manor pl, Sunderland
WITHERS, WILLIAM ROBERT, Overton, nr Marlborough, Wilts, Blacksmith Dec 20 at 3 Off Rec, 38, Regent circus, Swindon
WOOD, HENRY, Winchmore Hill, Middlesex, Builder Dec 20 at 12 Off Rec, 14, Bedford row
YOUNGER, ADAM, and ROBINA YOUNGER, Barrow in Furness, Drapers Dec 20 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

Amended notice substituted for that published in the London Gazette of Nov 24:

JIBSON, WILLIAM, Bellby, York, Farmer

ADJUDICATIONS.

ALLISON, GEORGE SHEPHERD, Darlington, Ironmonger Stockton on Tees Pet Nov 6 Ord Dec 7
BIRD, ABRAHAM, Cardiff, Grocer Cardiff Pet Nov 23 Ord Dec 6
BEVERLEY, HENRY, Fulford, Yorks, Farmer York Pet Dec 6 Ord Dec 6
BOLTON, GEORGE, Blackburn, Joiner Blackburn Pet Oct 31 Ord Dec 6
BROODEN, EDWARD WILLIAM, Bradford, Wholesale Salt Merchant Bradford Pet Dec 8 Ord Dec 8
BROWN, JAMES PENNEY, Portsmouth, Bookmaker Portsmouth Pet Dec 8 Ord Dec 8
BUSH, EDWARD, Leicester, Boot Manufacturer Leicester Pet Dec 8 Ord Dec 8
BUTCHER ALFRED, Doddington, Cambridge, Boot Merchant Peterborough Pet Dec 7 Ord Dec 7
COLLINGS, JAMES THOMAS, Birmingham, Draper Birmingham Pet Nov 4 Ord Dec 6
COOK, ALBERT JAMES, Birmingham, Manufacturer Birmingham Pet Aug 11 Ord Dec 7

DAVIES, WILLIAM, Swansea, Clerk Swansea Pet Dec 9 Ord Dec 9
DOMPÉ, GIOVANNI B, Dean st, Soho High Court Pet Sept 11 Ord Dec 8
DONALD, JOHN, Morpeth mans, Victoria, Theatrical Manager High Court Pet Nov 2 Ord Dec 9
DUGGAN, SAMUEL JOHN, Plymouth, Boot Factor Plymouth Pet Nov 3 Ord Dec 7
DURBIN, GEORGE HENRY, Aberaman, Aberdare, Fish Merchant Aberdare Pet Dec 8 Ord Dec 8
EAST, PERCY GORDON, Wandsworth, Hay Salesman High Court Pet Oct 24 Ord Dec 8
ELSEY, ELISHA, Folkestone, Insurance Agent Canterbury Pet Dec 8 Ord Dec 8
ELSEY, FRANCES MARY, Folkestone, Milliner Canterbury Pet Dec 8 Ord Dec 8
FLETCHER, BENJAMIN THORNLEY, Stockport, Cheshire, Licensed Victualler Stockport Pet Nov 17 Ord Dec 7
FUERTH, RUDOLF, and WILLIAM THOMAS TAYLOR, Moorgate st bldgs, Stock Brokers High Court Pet Aug 14 Ord Dec 7
GEE, JOHN EDWARD, Leek, Stafford, Mineral Water Manufacturer Macclesfield Pet Nov 24 Ord Dec 8
HAMMOND, MARK, Sparkbrook, Birmingham, Coal Merchant Birmingham Pet Dec 8 Ord Dec 8
HODGSON, SOLOMON CRAGGS, Workington, Cumberland, House Furnisher Cockermouth Pet Dec 8 Ord Dec 8
JAMES, JOHN GILES, Wymeswold, Leicester, Cattle Dealer Leicester Pet Dec 9 Ord Dec 9
JONES, WILLIAM, Swansea, Gents' Mercer Swansea Pet Dec 8 Ord Dec 8
KIDNER, FREDERICK LOUIS, Watney st, Commercial rd, Baker High Court Pet Dec 6 Ord Dec 6
KIRBY, JOHN, West Hartlepool, Cycle Dealer Sunderland Pet Nov 4 Ord Dec 7
LACEY, JEANNIE, Chesham, Bucks, Fancy Dealer Aylesbury Pet Sept 30 Ord Dec 7
MACWILLIE, JOHN, Rock Ferry, Cheshire, Meat Salesman Birkenhead Pet Nov 30 Ord Dec 8
NIGHTINGALE, JOSEPH, Kingston upon Hull, Wholesale Grocer Kingston upon Hull Pet Dec 9 Ord Dec 9
NIGHTINGALE, WILLIAM, Kingston upon Hull, Wholesale Grocer Kingston upon Hull Pet Dec 7 Ord Dec 7
PATTERSON, JAMES, Sparkbrook, Birmingham Birmingham Pet Nov 11 Ord Dec 6
PIPE, WILLIAM WILLGRESS, Old Kent rd, Carpenter High Court Pet Dec 4 Ord Dec 7
PREBBLE, WILLIAM, Folkestone, Confectioner Canterbury Pet Dec 8 Ord Dec 8
RANDELL, CHARLES ALFRED, Avebury, Wilts, Trainer of Racehorses Swindon Pet Dec 7 Ord Dec 7
REEVES, GEORGE, Dewsbury, Tailor Dewsbury Pet Dec 9 Ord Dec 9
ROBINSON, FREDERICK, Nottingham, Journeyman Bricklayer Nottingham Pet Dec 9 Ord Dec 9
ROBINSON, RICHARD, Leeds, Fruit Merchant Leeds Pet Dec 7 Ord Dec 7
ROSE, JOSEPH CHARLES, Romsey, Southampton, Baker Southampton Pet Dec 9 Ord Dec 9
ROSEN, SAMUEL, Waterloo rd, Tobacco Dealer High Court Pet Nov 13 Ord Dec 7
RULE, CHARLES, Jesmond, Newcastle on Tyne, Fish Dealer Newcastle on Tyne Pet Dec 7 Ord Dec 7
SEALY-VIDAL, EDWARD WINDHAM EYRE GRANVILLE, Chartham, Farmer Canterbury Pet Dec 9 Ord Dec 9
SHAKESPEARE, WILLIAM, Norton Canes, Stafford, Builder Walsall Pet Nov 16 Ord Dec 7
SHIELDS, ALBERT ERNEST, Bradford, Corporate Accountant Bradford Pet Nov 7 Ord Dec 8
SOBEY, THOMAS, Plymouth, General Dealer Plymouth Pet Dec 7 Ord Dec 7
URE, WILLIAM, and JOHN URE, Seaton, nr Workington, Builders Cockermouth Pet Dec 6 Ord Dec 6
WILLIAMS, JOHN, Llwynyci, nr Bala, Farmer Wrexham Pet Dec 6 Ord Dec 6
WITCOMBE, HENRY, Pilton, Somerset, Beerhouse Keeper Wells Pet Dec 8 Ord Dec 8

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL *with regularity it is requested that application be made direct to the Publisher, at 27, Chancery-lane.*